THIS INSTRUMENT WAS PREPARED BY: HELEN DEANOVICH

One North Dearborn Street Chicago, Illinois 60602

CITICORP SAVINGS

MORTGAGE

Corporate Office

One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312 977 5000)

LOAN NUMBER: 010030859

THIS MORTGAGE ("Security Instrument") is given on March 9 1990 . The mortgagor is (JEROME E STERLING and SARAH M STERLING, his wife



("Borrower"). This Suculity Instrument is given to Citicorp Savings of Illinois, A Federal Savings and Loan Association, which is organized and existing and er the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrow's cives Lender the principal sum of TWO HUNDRED TWENTY NINE THOUSAND NINE Dollars(U.S.\$229,900.00 HUNDRED AND 00/100-). This debt is evidenced by Borrower's note dated the stine date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, it not paid earlier, due and payable on April 1, 2020

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 cival other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance or Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby resultingle, grant and convey to Lender the following described property located County, Illinois: COCK.

LOT 41, IN BLOCK 1 IN PAIRD AND BRADLEY'S SUBDIVISION OF THE NORTH 4 ACRES OF THE WEST 10 ACRES OF THE SOUTH 25 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. #17-06-216-088-0006 AND 15-08-236-108-0006

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which has the address of

1918 W POTOMAC AVENUE

CHICAGO

1001

Illinois

60622

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights. appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seased 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 rent id. Berrower 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 used and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

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UNIFORM COVENANTA, Horrower and Linder covering and greens planes

i. Payment of Principal and Mitrost, Preplyment and Late Changes. By These shall primptly 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 "escriw items." Lender may estimate the Funds due on the leasts of current data and reasonable estimates future escriw 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 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. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and the purpose for which each debit to the funds was made, 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 excrow items, shall exceed the amount required to pay the excrow 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 excrow 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 paymer, in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds beld by Lender. If ur der paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the respecty or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against application as a credit of ainst the sums secured by this Security Instrument.

3. Application of Payreso's. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to law 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, ay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Sec. of y 'astrument, 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 premptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. For ower 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 ity the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, a gal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, o. (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 improvement, for existing or hereafter erected on the Property insured against less 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 privide that Lender requires. The insurance carrier providing the insurance shall be chosen by Horrower subject to Lender's any aroval 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 to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless I ender and Borrower otherwise agree in writing, insurance proceeds shall be v_F also be restoration or repair of the Property damaged, if the restoration or repair is economically fressible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be bessered, 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 Fortiever abandons the Property, or does not answer within 50 days a notice from Lender that the insurance carrier has offered to $s_F(t)$ 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 Security Instrument, whether or not then due. The 30-day period will begin when the notice is g'(t).

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the menthly payments referred to in paragraphs. I and 2 or charge the amount of the payments. If unler 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 transcriptcy), protect, 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 some secured by a lien which has priority over this Security Instrument, appearing in court, paying transmable 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 distursed 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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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

- 8. Inspection. Lender or its agent may make reasonable entires 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 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 am a citation of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's 1, 21 not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be seep ired to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise months 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 forebearance by Lender in exercising any right or remedy shall not be a waiver of or piec' ude the exercise of any right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liebility; Co-Signers. The covenants and agreements of this Security Instrument shall bind and Lenefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants of diagreements 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 the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, medify, 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 the law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, if entrol any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) my sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may those to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund exduces 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 unenforced le 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 paragraph 19. If Lender exercises this option, Lender shall take the ster's 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 rotice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by a size to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender. Then given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal of a 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 the Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Insuran ent 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 Borower. 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, required 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 Pornwer fails to pay these sums prior to the expiration of this period, Lender may invoke any temedies 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) eatry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had not acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue 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 the paragraphs 13 or 17.

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NON-UNIFORM COVENANTS. Borrower and Lender furtier covenant and agree as follows:

Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach renant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless law provides otherwise.) The netice shall specify: (a) the default; (b) the action required to cure the default; applicable law provides otherwise.) (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 sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence 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 forcelose this Security Instrument by judicial proceeding. Lendor shall be entitled to collect all expenses incurred in pursuing the remodies provided in this paragraph 19, including. but not limited to, reasonable attorneys' tees and crists of title evidence.

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20. Lender in Possession. Upon acceleration under paragraph 19 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 appended receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rests of the Property including 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.

21. Release. Upon payment of all sums secured by this Security Instrument, Lendur shall release this Security Instrument

aut change to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Hemestead. Borrower waives all right of homestead exemption in the Property. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this strument, the commants and interements of each such rater shall be incorporated into and shall amend and smolement

the coven	ants and agreements of the	Security Instrument as	if the rider(s) were a	part of this Security li	nstrument. [Check ap
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