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: 010033595

THIS MORTGAGE ("Socurity Instrument") is given on March 16 1990 The moligagor is (HARRY L MITSAKOPOULOS, A BACHELOR AND GAYE G LAUTER, UNMARRIED, HAVING NEVER MARRIED

("Borrower") This Securic Instrument is given to Citicorp Savings of Illinois, A Federal 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"). Borrower ores Lender the principal sum of ONE HUNDRED TWENTY FOUR THOUSAND AND 00/100-- Dollars(U S \$124,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, it not paid earlier, due and pay it on April 1, 2020

This Security Instrument secures to Lander (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, (b) the payment of all tither 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 money. Jo., grant and convey to Lender the following described property located County, Illinois

LOT 106 IN MILL CREEK UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 8. TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. # 03-08-318-003-0000

OOK COUNTY, ILLINOIS

1990 MAR 19 19 III: 38

OFFICE 30120036

which has the address of

847 LEHIGH LANE

[Street]

BUFFALO GROVE

(City)

Illinois

60089

("Property Address"),

[Հոր Հատ]
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, apportenances, 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"

BORROWEH COVENANTS that Burlower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national used and non-uniform covenants with limited variations by junsdiction to constitute a uniform society instrument covering real property



Property of County Clerk's Office

t. Payment of Principal and Interest, Prepayment and Lake Charges. Porrower 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 bazard 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 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. 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 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 cot sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon paymers in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If in der paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the cropicity 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 Payresat? Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to 'acc 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 uity astrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in panagraph 3, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Porrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the ten in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, to all 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 acader may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the action. Set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements of wexisting 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 perso's that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's nor foral 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 error aptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to be insurance carrier and Lender. Lander 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 proceed; 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? I claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or ψ , p, y sums secured by Security Instrument, whether or not then due. The 30-day period will begin when the notice is g(v, v).

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

Property of Cook County Clerk's Office

toan Number:

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 dae late 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 invertization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrow ershall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be equired to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise me, and amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of by cower's successors in interest. Any forebearance by 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 Assigna Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 Borrower's covonacte at a agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: Gesis co-signing this Security Instrument only to mortgage, grant and convey the sums secured by this Security Instructiont, 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 S curity Instrument is subject to a law which sets maximum loan charges, and the taw is finally interpreted so there in 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. It is a fund 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 invoke any remedies permitted paragraph 19. If Lender exercises this option, Lender shall take the styps specified in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instruction a shall be given by delivering it ar 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 redice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by potice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Deider when given as provided in this paragraph
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Indiviment or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security In strument 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 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 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 hea 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.

Property of Cook County Clerk's Office

Boan Number:

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

Acceleration, Remedies, Londer shall give notice to Berrower prior to acceleration following Berrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless of any covenant or agreement in this security instrument (our not prior to accordation viscor paragraphs to any recommendation of the provides otherwise.) The notice shall securely:

(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 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 roinsiate 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 forecleaure. 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 ontitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable atterneys' less and costs of title evidence

20. Lender in Possession. Upon accoleration 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 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 Londer 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, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. 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 covenanty and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument. (Check ap

Adju	istable Hate Ricker	Condomin	ium Aider	2-4 Fam	ily Rider
Grac	Juated Payment Ri 📶	Planned U	Init Development Ridor		
Othe	or(s) [specify]	×			
BY SIGNING BE	ELOW, Borrower accepts	ant ogrees to the terr	ns and covenants contained	m this Security Instruc	nent and in any
ndur(s) phyculad i	yy Burrowur and recorded w	iin O	•		
Man of	MLLAL		XYIII. X	y Janie	40
HARRY L MIT	rsakopoulos	·Bc/rower	GAYE G LAUTER		Borrower
		(00.		
		·Borrower	77)x.		·Borrower
			C		
STATE OF ILLING	DIS,	Cook	County ba:	,	
	THE UNDER	RSIGNED	a Notary Pun	lic in and for said coun	ntv aud slate do
heroby certify that NEVER MARRI	HARRY L MITSAK		ELOR AND GAYE G LAI		-
	, pe	irsonally known to me	to be the same Person(s)	whose name(FL	are
	e foregoing instrument, ored the said instrument a		his day in person, and acknowe and voluntary act, for the		
signed and delive	oreg the sac instrument a	164	1) And Voluntary act, for the	ruses and purposes a	derem sor form.
	or my hand and official	seal, this	_ oay oi	19 79	U
My Commission or	чинов.			yoke	
	TCIAL SEAL"		Stanke	yore	
Notary Publ	dra A. Yohe lie, State of Illinois		Notary F	Putglić	
Ommission	Expires May 12, 1992	(Spania) Endow They Limit Homes	od For Lunder and Recorder)		

MAR TO! BOX #165

Property of Coof County Clerk's Office