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THIS INSTRUMENT WAS PREPARED BY
KATHY CORSO
ONE SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60603

Mortgage

CITICORP SAVINGS

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

LOAN NUMBER: 010032514

THIS MORTGAGE ("Security Instrument") is given on
19 90 . The mortgagor is
HERMINIO ARTUZ AND AIDA M. ARTUZ, HIS WIFE

MARCH 29

15 00

("Borrower"). This Security 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 owes Lender the principal sum of **ONE HUNDRED TWENTY FIVE THOUSAND FIVE HUNDRED AND NO/100 Dollars (U.S. \$ 125,500.00)**. 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, if 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 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 mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

LOT 188 IN MEADOWS SOUTH PHASE III, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 26, 1989 AS DOCUMENT 89089182 IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
RECORDED FOR RECORD

1990 MAR 30 AM 11:00

90141002

06-25-101-006

which has the address of

1012 HARTWOOD DRIVE, STREAMWOOD

Illinois
60107
[Zip Code]

[Owner]
("Property Address")

[City]

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 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.

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Any amount so 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 same 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.

2. Protection of Landlord's Rights in the Property: Mortgagor shall not commit any act which may affect Landlord's rights or damage his interest in the Property. If there is a legal proceeding that may significantly affect Landlord's interests contained in this Security instrument, or there is a legal proceeding that may significantly affect Landlord's rights in the Property, Landlord may take action under this paragraph 7. Landlord does not have to do so.

6. Preservation and Maintenance of Property: Lesseholder, Borrower shall not destroy, damage or otherwise interfere with 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 lesseehold and fee title shall merge, unless lessee holder agrees to the merger in writing.

(v) of does not answer within 30 days a notice from another unit that is issued to pay sums received by this Society for its instrument, whether or not the day period will begin when the notice is given.

(vi) of does not restore the proceeds to the Property or to pay sums received by this Society for its instrument, whether or not the day period will begin when the notice is given.

(vii) of does not restore the proceeds to the instrument within the time allowed to pay sums received by this Society for its instrument, whether or not the day period will begin when the notice is given.

(viii) of does not restore the monthly payment in writing any application of proceeds to principal shall not exceed or postpone the date of the monthly payment referred to in paragraphs 1 and 2 or change the amount of the payments if under-paragraph 19 the property is acquired by Vendor. However, Vendor'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 by Vendor.

Thises loans and Borrower's otherwise interest in writings, insurance proceeds shall be applied to the restoration or repair of the property damaged, if the restoration of people is economically feasible and Lender's security is maintained. If the restoration or repair of the property is not economically feasible or not then due, with any excess paid to Borrower who demands the same.

All insurance policies and rewards 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 may make claim of loss if not made promptly by Borrower.

3. Flawed insurance. Borrower should keep the improvements now as a step or heretofore effected on the Property insured.

Borrower shall promptly discharge any loan which has accrued by the time this Security Instrument matures. Borrower (a) agrees to pay all amounts due under this Security Instrument and (b) consents to lendender's right to foreclose on the property described above or take any other action provided for in the note or in the terms of this Security Instrument.

4. **Cherries! Cherries!** Borrower shall pay all taxes, assessments, charges, fines and impositions deductible to the Property which may accrue prior to or after this Security Interest, and lesseehold payments of ground rents, if any. Borrower shall pay these expenses and improvements, charges, taxes and impositions deductible to the Property which may accrue prior to or after this Security Interest, and lesseehold payments of ground rents, if any.

2. Application of regulations, processes and procedures will be carried out by means of a system of controls, audits, reviews and periodic evaluations.

against the sums received by his secretary instrument.

Up the performance in the first of all days secured by the day of payment of the instrument, Lender shall promptly refund to Borrower any Funds held by Lender under paragraph 19 if the Property is sold or acquired by Lender, Lender shall apply, no later than immediately upon sale of the Property by Lender to the Lender, funds held by Lender at the time of application as a credit.

If the sum in unit of the Funds held by Lenders, 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, Borrower shall pay to Lender any amount necessary to make up the difference.

An assignment is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or amounts on the Funds under this Agreement.

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 funds in such an institution that are insured or guaranteed by a state insurance fund.

2. Funds for taxes and insurance. Subject to applicable law or to a written waiver by lessee, lesnderer shall pay taxes and insurance. Subsject to applicable law or to a written waiver by lessee, lessnderer shall pay taxes and insurance.

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.

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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 entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance 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 Assigns; Joint and Several Liability; Cossigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in this second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal 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 this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Box #165

The seal is rectangular with a decorative border. The words "MISSOURI PUBLIC SERVICE COMMISSION" are at the top, and "EXPIRES 10/18/93" is at the bottom. In the center is a shield with a steamboat, a plow, and a sheaf of wheat.

• personally known to me to be the same Person as whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

HERMINIO ARTUZ AND AIDA M. ARTUZ, HIS WIFE

THE UNDERSIGNED
a Notary Public do hereby bind for said County and State

THE UNDESIGNED

ANSWER

LOGOLOGY

10.1101/109121

103 Modules

Digitized by srujanika@gmail.com

THE SIGNING OF THE TREATY OF BREST-LAWERNECK was preceded by Brest-Lawerneck and its supporters to the terms and conditions contained in this Security Instrument and in

<input type="checkbox"/> Adjustable Wave Rider	<input type="checkbox"/> Random Inium Rider	<input type="checkbox"/> 24 Family Rider	<input type="checkbox"/> Standard Flytime Rider	<input type="checkbox"/> Planned Fun Development Rider	<input type="checkbox"/> Adjustable Rate Mortgagor	<input type="checkbox"/> Others [specify] _____
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22. Rule 5 to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Lien instrument, it one of the co-owners and agreeements of each rider shall be incorporated into and shall amend and supplement this Security Lien instrument. If the co-owners and agreeements of each rider shall be incorporated into and shall amend and supplement this Security Lien instrument as if the riders were a part of this Security Instrument. [Check ap-
plicable boxes] [Initials]

21. Release. Upon payment of all sums required by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

29. Leader in Possession: Upon acceleration under paragraph 19 or abandonment of the Project, provided in this paragraph 19, including but not limited to reasonable attorney's fees and costs of title evidence to the application of any period of reclamation following bankruptcy sale, possessor of and manager of the Project and to collect the rents of the Project shall be entitled to enter upon, take possession of and manage the Project and to apply funds received from the Project to the payment of debts due by the Project to the holder of the Project.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any provision of this Agreement, unless otherwise provided in this Section 19, and such notice shall be given at least five days prior to acceleration, unless otherwise provided in this Section 19.

LOAN NUMBER: 010032514