KETUKH TO This instrument wa

(Name) CHICAGO, . IL . . 606.03.....

.**69** 010033655

MORTGAGE

......(herein "Borrower"), and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is 1. SOUTH DEARBORN

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 60,000.00 which indebtedness is evidenced by Borrower's note dated ... APRIL 17, 1990 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness. if not sooner paid, the and payable on ... MAY, 1, ... 2005.....

To Secure to Leader the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with Inte est thereon, advanced in accordance he with to protect the security of this Mortgage; and the performance of the cov, nar ts and agreements of Borrower her an contained, Borrower does hereby mortgage, grant

THE SOUTH 20 FEET OF LOT 4 IN BLOCK 4 IN THE RESUBDIVISION OF BLOCKS 3 AND 4 IN THE REFORM SCHOOL PROPERTY, BEING THE SOUTH 25 ACRES OF THE NORTH WEST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PAINTIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1990 197 19 24 12: 28

20-02-119-024

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which has the address of	4240 SOI	UŢĦ D	REXEL	BOULEVARD	CHICAGO		i
Illinois		1210	PPTI			{Cny	

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

ILLINOIS - HOME IMPROVEMENT - 1780 - FAMA/FHLMC UNIFORM INSTRUMENT

0/4/50

UNOFFICIAL COPY

BOX 102 CILICOGE SPAINGS OF ILLINOIS

RECORD AND RETURN TO:

account only for those rents actually received.

FORM 2827 B

- (Space Below This Line Reserved For Lender and Recorder)
$O_{\mathcal{F}}$
My Commission expues, and the Commission expues,
Given under my hand and official seal, the HTCI day of Applit.
tites. Tree voluntary act. for the uses and purposes therein set forth.
NORMAN CLARK, BACHFLOR personally known to me to be the same person(s) whose name(s) I.S subscribed to the foregoing instrument. gappeared before me this day in terson, and acknowledged that I he M. signed and delivered the said instrument as
THE UNDERSTUNDE STATE OF STATE OF SAID COUNTY and state, do hereby certify that
21VLE OF ILLIACIS, COOK COUNTY 55:
-80110Wei
IN WITNESS WHEREOF, Borrower has executed this Mortgage. NORMEN CLARK -Borrower
accottold sidt-betwayn and remorged accountill wi
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Motice to Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.
MORTGAGES OR DEEDS OF TRUST
WID FORECTOSURE UNDER SUPERIOR ———————————————————————————————————
21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 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 Mortgage. The receiver shall be liable to

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as a dictional security for the sums secured by this Mortgage.

If the amount of the Furds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they II due, such excess shall be, at Borrower's option, either promptly repaid to Borrower's ortedited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lenuer and amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the arrie of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law presides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lorder first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the lorder, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borr wer shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a tien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Propert, which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or negester erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to appre all by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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	in full lorce and effect as it no acceleration had occurred. 19. Assignment of Rents: Appointment of Receiver As additional security hereunder. Borrower hereby assigns to Lepler therefore in the Property. Anytic ed that Borrower had, print to accordation under paragraph 17 hereof or administration of the property. In we are that to so leaf and to an area as the y become due and parable.	
	Lender's interest in the troperty and cure by Borrower, this Mortgage and the obligations secured hereby shall remain	
	which would be then due under this workings and the contained in this Mortgage; (c) Borrower pays all reasonable breaches of any other covenants or agreements of Borrower contained in this Mortgage, and in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in expenses incurred by Lender in enforcing the covenants and agreements of purpose that the covenants of the covenants and agreements of the covenants.	
	The state of the s	
	19. December 1 Properties Notwithstanding Lender's acceleration of the sums secured by this workage	
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	foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and	
	declare all of the sums secured by indicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of	
	foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may	
	and horizonate professing the nonceptic of a delang of any office details of any operation of the property of the profession of the property o	
	or sight one blue notivities, is a fill statished to their fold for 1900 to the fill fill statished and to also	
	at the notice may recult in acceleration of the sums secured by this profitage, forecount by Judicial proceedings and	
	the breach; (2) the action required to care such breach (4) that failure to cure such breach on or before the date specified to Bottower, by which such breach must be cured; and (4) that failure to cure such breach or by indicite the date specified	
	Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in pragraph 12 hereof specifying: (1) Mortgage, Lender prior to acceleration shall give notice to date, not less than 10 decimal action required to cure such breach; (3) a date, not less than 10 decimal action required to cure such breach; (3) a date, not less than 10 decimal action required to cure such breach; (3) a date, not less than 10 decimal action required to cure such breach; (3) a date, not less than 10 decimal action required to cure such breach; (3) a date, not less than 10 decimal action required to cure such breach; (3) a date, not less than 10 decimal action required to cure such breach; (3) a date, not less than 10 decimal action required to cure such breach; (3) a date, not less than 10 decimal action actio	
	can to some of Borrower in this Mortgage, including the covenants it is when due any sums secured of the	
	17 Acceleration: Remedies, Except as provided in paragraph 10 erect, upon borrower's preach of any cover	
ξ '1	Non-Huedra Covenants Bortower and Lender further coverant and agree as ionows.	
֝֟֝֟֝֟֝֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֡֓֓֓֓֓֓֓֡֓֡֓֡֓֡֓	Borrower, lank to pay such sums prior to the explication of aces, percent, on Borrower, invoke any remedies permitted by paragraph 17 hereon.	
	BOTTOWER from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If than 30 days from the date the notice is mailed or delivered within which Borrower may, without further notice or demand Borrower fails to pay such sums prior to the expiration of such paried, Lender may, without further notice or demand	
	Porrower notice of acceleration in accordance with paragrap! 12 hereof, Such notice shall provide a period of not ress	
	this Mortgage to be immediately due and payable. It center exercises such option to accelerate, bender shan man	
	ment in this Mortgage or if the required information is 1 of submitted, Lender may decisite an or the sums secured of	
	- 33 gard in manayor this to house to boline likelihood a breach to horizonni ad year trimpes	
	this Mortgage unless Lender releases Borrow er in writing. If Lender, on the basis of any information o "ained regarding the transferee, reasonably determines that Lender's or the basis of any information o "ained regarding the transferee, reasonably determines that Lender's or the basis of any information o "ained regarding the transferee, reasonably determines that Lender's	
	transferee as if a new loan were being made it the transferee. Borrower will continue to be obligated under the More and	
	containing an option to purchase. Borrov er shall cause to be submitted information required by Lender to evaluate the	
	operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years of ress nor	
	excluding (a) the creation of a lie, of encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by	
	with improvements made to the Property. 16. Transfer of the Property or an interest therein.	
	The state of the s	

rights, claims or deichoes which Borrower may have against parties who supply labor, materials or services in connection

may require Borrawer to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any tion, improvement regair, or other loan agreement which Borrower enters into with Lender, at Lender's option, 15. Rehal lift tion Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilita-

execution of affer recordation hereof.

14. Be nower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of

'csrears' ''expenses' and ''attorneys' fees'' include all sums to the extent not prohibited by applicable law or limited pro ission, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein,

conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to

13. Governing Laws Severability. The state and local laws applicable to this Mortgage shall be the laws of the Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail

12. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower's interest in the Property.

the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or

original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedepayment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the Lender shall not be required to commence proceedings against and so recessor to retained to extend time to the shall not operate to release, in any manner, the hability of the original Borrower and Borrower's successors in interest. ton of arration of the source secured by this Mortgage granted by Lander to any successor in interest to Borrower

10. Berrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modulien-

1-4 FAMILY RIDER (Assignment of Rents) UNOFFICIAL

Corporati Office One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312) 977-5900

THIS 1-4 FAMILY RIDER is made this 17TH day of APRIL . 19 90, 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:

4240 SOUTH DREXEL BOULEVARD, CHICAGO, ILLINOIS 60615

(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 enuirements of any governmental body applicable to the Property.
- B. Subordinate Liens Except as permitted by federal law, Borrower shall not allow any lien interior to the Security Instrument to be perfected again a the Property without Lender's prior written permission
- C. Rent Loss Insurance. Form wer shall maintain insurance a sinst rent loss in addition to the other hazards for which insurance is required by Uniform Coven and 5.
 - D. "Borrower's Right To Reinstate" Deleted. Uniform Covenant 18 is deleted.
- E. Assignment of Leases. Upon Leaser'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 now 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 ausigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the cents 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 cour ct and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constituting 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 abalt be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument, (i) Lander 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 gram to price 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 F	Rider (Seal)	90 % Z830
NORMAN CLARK	Borrower		_(Sear) Borrower	3
	(Seal) Barrower		_(Seal) Borrower	