

UNOFFICIAL COPY

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90197202

THIS INSTRUMENT WAS PREPARED BY **MAGDA VASQUEZ**
ONE SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60603

Mortgage

CITIBANK

Citibank, Federal Savings Bank

LOAN NUMBER: 010033505

\$16.00

THIS MORTGAGE ("Security Instrument") is given on **APRIL 26**
19 **90**. The mortgagor is (

CARLOS RODRIQUEZ AND MARIA RODRIQUEZ, HIS WIFE AND GRACIELA TOVAR, UNMARRIED, HAVING NEVER BEEN MARRIED TOVAR

C.R.
MK
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("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 **FIFTY FOUR THOUSAND AND NO/100** Dollars (U.S. \$ **54,000.00**). 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, if not paid earlier, due and payable on **MAY 1, 2005**

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 5 IN BLOCK 11 IN STEELE AND OTHERS SUBDIVISION OF THE SOUTH EAST 1/4 OF THE EAST 1/2 AND THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 MAY -1 PM 2:51

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EM:ster

16-26-412-005

which has the address of **2711 SOUTH HOMAN, CHICAGO**
Illinois **60623**
[City] [State] [Zip Code]
("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 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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LOAN NUMBER: 010033585

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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. Waiver 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 covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Adjustable Rate Mortgage Conversion Rider
- Other(s) (specify)

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

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

Carlos Rodriguez
CARLOS RODRIQUEZ

--Borrower

Maria Rodriguez
MARIA RODRIQUEZ

--Borrower

Graciela Toivar
GRACIELA TOIVAR

--Borrower

--Borrower

State of Illinois, Cook County ss:

I, THE UNDERSIGNED

a Notary Public in and for said county and state.

do hereby certify that

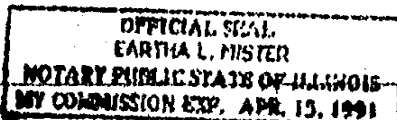
CARLOS RODRIQUEZ AND MARIA RODRIQUEZ, HIS WIFE AND GRACIELA TOIVAR, UNMARRIED, HAVING NEVER BEEN MARRIED TOVAR

, personally known to me to be the same Person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26TH day of April, 1990.
My Commission Expires:

Eartha L. Mister

Notary Public



(Space Below This Line Reserved for Lender and Recorder)

bb

BOX #165

20276103

CR
MR
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1-4 FAMILY RIDER
(Assignment of Rents)

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THIS 1-4 FAMILY RIDER is made this 26TH 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:
2711 SOUTH HOMAN, CHICAGO, ILLINOIS 60623

(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. **Use of Property; Compliance With Law.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. **Subordinate Liens.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. **Rent Loss Insurance.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
- D. **"Borrower's Right to Reinstate" Deleted.** Uniform Covenant 18 is deleted.
- E. **Assignment of Leases.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. (ii) assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. **Cross-Default Provision.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Carlos Rodriguez
CARLOS RODRIQUEZ (Seal) Borrower

Maria Rodriguez
MARIA RODRIQUEZ (Seal) Borrower

Graciela Toivan Tovar
GRACIELA TOIVAN TOVAR (Seal) Borrower
C.B.
M.R.
G.T.

(Seal) Borrower

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PROPERTY OF
COOK COUNTY CLERK'S OFFICE
1000 N. LAKE ST. CHICAGO, IL 60611

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 20____.

COOK COUNTY CLERK

Notary Public in and for the State of Illinois

My commission expires on _____, 20____.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 20____.

Notary Public in and for the State of Illinois

My commission expires on _____, 20____.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 20____.

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My commission expires on _____, 20____.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 20____.

Notary Public in and for the State of Illinois

My commission expires on _____, 20____.

Property of Cook County Clerk's Office