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MORTGAGE

010034256

THIS MORTGAGE ("Security Instrument") is given on **MAY 7**, 19 90. The mortgagor is **RICHARD J. JOHANNES**, DIVORCED NOT SINCE REMARRIED ("Borrower"). This Security Instrument is given to **CITIBANK, FEDERAL SAVINGS BANK**, which is organized and existing under the laws of **UNITED STATES OF AMERICA**, and whose address is **1 SOUTH DEARBORN, CHICAGO, ILLINOIS 60603** ("Lender"). Borrower owes Lender the principal sum of **TWO HUNDRED FORTY TWO THOUSAND ONE HUNDRED AND NO/100 Dollars (U.S. \$ 242,100.00)**. 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 **JUNE 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:

PARCEL 1: THAT PART OF BLOCK 7 IN DEARBORN PARK UNIT 2, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

17-21-2870-18-0000
17-21-2110-03-0000

which has the address of **1444E ~~XXXX~~ SOUTH FEDERAL STREET**
(Street)

CHICAGO

Illinois 60605
(Zip Code) **1500**

("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 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 use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS — Single Family — FNMA/FHLMC UNIFORM INSTRUMENT

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RECORDED AND RETURN TO:
BOX # 165

PREPARED BY:
HERRICE MERRISTER
CHICAGO, IL 60603

Commissioner of the
State of New York

My Commutation Expenses:

Given under my hand and date
day of April , 1912 .

Personally known to me to be the same Person (e) whose name (e) is - - - - - subscr ibed to the foregoing instrument, app eared before me this day in person, and acknowledged that he/she (e), signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

1. JOHN J. JOHANNES, a Notary Public in and for said County and State, hereby certifies that RICHARD J. JOHANNES, DIVORCED NOT SINCE REMARRIED

State of Illinois, Cook County ss:

LOWEY

1880-1891
(1891)

RICHARD J. JOHANNES

THE SIGNING-BELOW. However, accepts and agrees to the terms and conditions contained in this Security Instrument and in this note) executed by Borrower and recorded with

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

- Adjustable Rate Rider
 - Fixed Rate Rider
 - Fixed Term Development Rider
 - Other(s) [specify]
 - Adjustable Rate Assumption Rider

23. Riders of the **securities instrument**, it one of more than ten riders are executed by borrower and recorded together with this security instrument, the **securities instrument** and agreements of each such rider shall be incorporated into and shall amend and supplement the **securities instrument**, the **securities instrument** and agreements of each such rider shall be incorporated into and shall amend and supplement the **securities instrument**. [Check applicable boxes]

21. Release of personal information to third parties Notwithstanding the provisions of this Section 1, neither shall release this security instrument without charge to Plaintiff; however, Plaintiff shall pay any recondition costs.

20. I demand in reparation of any period of redemption following my last tender in payment under my indenture with you, interest at the rate of six per centum per annum, plus costs and expenses of collection, and in my time prior

19. **Accessories**. Lamender shall have the right to require payment prior to acceptance of nonconforming nondefective accessories ordered by Buyer.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower 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 hazard 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 of 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. 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. 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 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 not 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 payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale 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 Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late 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 pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, any 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 promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower 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 lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (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 improvements now existing 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 periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval 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 the 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 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 proceeds 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 a 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 this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under 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 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 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 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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18. Borrowers rights to remand to another meets certain conditions, borrower shall have the right to have proceedings stayed for a reasonable time period to file a complaint before the court of first instance. This provision does not apply if the court of first instance has issued a final judgment.

If I under-expresses this opinion, I under-shall give Bontower notice of acceleration. If the notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which Bontower must pay all sums secured by this instrument. If Bontower fails to pay those sums prior to the expiration of this period, I under may invoke any remedies permitted by this Section without further notice or demand of Bontower.

I understand that my written consent is not required if I have been advised in writing that I may withdraw at any time without being obliged to do so.

application of law, such conduct 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 providers of this Security instrument and the note are severable.

ment shall be determined by the date when given to the owner or tender when given as provided in this paragraph.

classifications as optional, and shall make the services specified in the second class of services available to those who have no other address than the address of their employer.

13. The question arises whether such a provision of a partnership law has the effect of rendering any provision of the Code of Succession or other laws of a State liable to be set aside.

12. **Learn charges.** If the loan segment of the security instrument is subject to a law which sets maximum loan charges, and that law is fairly interpreted so that the trustee or other loan charges collateral to it to be collected in connection with the loan exceed the permitted limits, then, to any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, but no more than the amount necessary to reduce the charge to the permitted limits.

11. **Successors and Assignees; Joint and Several Liability**: Owing to the co-ownerships and agreements of this Settlement instrument shall bind and benefit the successors and assigns of Landlord and Tenant, the co-owners and assignees of this Settlement instrument shall be joint and several duty holders under this Settlement instrument.

10. Borrower Not Responsible for Reparations by Lender Not a Warmer Extension of the time for payment of nondelinquent debt incurred as a result of the same debts or expenses.

unless I under and Bontemps do herby agree in writing and application of proceeds to principal shall not exceed or postpone the due date of the moneys payable referred to in paragraphs 1 and 2 or change the amount of such payments.

In the properties section, add the following code to the `onLoad` event of the `Form` control:

In the event of a total taking of the property, the proceeds shall be applied to the sums scattered by this security instrument whether or not there are any excess paid to the holder.

9. **Compliance**: The parties agree to comply with all applicable laws, regulations, and standards relating to the performance of their obligations under this Agreement.

B. Inspection. Under or in cases where there make less suitable grants upon and inspection of the property under which shall give the owner notice at the time of or prior to an inspection specifies reasonable cause for the inspection.

The findings of this study can be summarized as follows: the higher the level of education, the more positive was the attitude towards the environment.