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DEPT-01 RECORDING

\$15.00

T47777 TRAN 3894 05/17/90 16158100
01619 # F *-90-230466
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

Ms

MORTGAGE 010035639

2 THIS MORTGAGE ("Security Instrument") is given on MAY 11, 19 90.
The mortgagor is JAIMUTE BAKSAS, UNMARRIED, HAVING NEVER BEEN MARRIED
("Borrower"). This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK
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 FORTY FOUR THOUSAND NINE HUNDRED
AND NO/100 Dollars (U.S. \$ 44,900.00). 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:

THE WEST 73 FEET OF LOT 8 IN W. K. GORE'S SUBDIVISION OF THAT PART
OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST
OF THE ILLINOIS CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.

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29-31-203-018

which has the address of 1816 CEDAR HOMEWOOD
(Street) (City)
Illinois 60430 ("Property Address"); (Zip Code)

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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RECORD AND RETURN TO:
BOX #165

CHICAGO IL 60603
CLARK JENNISON
PREPAARED BY:

MY COMMISSION EXPATRES: APRIL 27, 1992

day of May, 1990.

Personality known to me to be the same Person(s) whose name(s) is subscribed to the foregoing instrument, whose name(s) is subscribed to the foregoing instrument, for the uses and purposes herein set forth.

I, *Robert E. Durr*, a Notary Public in and for said County and state, do hereby certify that LATITUDE BAKSAS, UNMARRIED, HAVING NEVER BEEN MARRIED

State of Illinois, Cook County ss:

(Space Below This Line For Acknowledgement)

- BOTTWER
— (Seal)

— Botower
— (Seal)

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

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> I-4 Family Rider
<input type="checkbox"/> Granduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Fixed Rate Assumption Rider

22. Whether or not Homelessaid, Borrower waives all right of homestead exemption in the Property.
23. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the (co)signants and agreeements of each such rider shall be incorporated into and shall amend and supplement the Security Instrument, the (co)signants and agreeements of each such rider shall be incorporated into and shall amend and supplement the Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

the recipient, and payment and remittance of funds, including, but not limited to, telegrams, messages or telexes, premiums on receiver's bonds and reinsurance premiums, fees, and then to the sums secured by this Security Instrument, and, in addition, all other costs and expenses of collection, including attorney's fees, and the charge to Borrower, Borrower shall pay any recollection costs.

provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of little evidence

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

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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 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 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 the 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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UNOFFICIAL COPY and shall be payable, with interest, upon notice from the Board.

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 disbursal at the rate note shall be payable, which note from time to time is lower than the original note.

10 more years, and eventually to make repairs, although I wonder why take action under this paragraph 11, because

7. Protection of Lenders' Rights in the Property: Mortgagor shall 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 (such as sums secured by a lien which has priority over this Security Instrument, or to collect the amount due under this Agreement). Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and costs, and any other action necessary to protect Lender's interest in the Property.

with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless together, among the property or certain parts of the property, and if such merger is not desired, Borrower shall notify Lender in writing.

to the acquisition, to the maintenance of Property; leasesholds. Borrower shall not destroy, damage or substantially change the 6. Pre-emption and Maintenance of Property; leasesholds. Borrower shall not destroy, damage or substantially change the

the due date of the monthly payments referred to in paragraphs 1 and 2 or before 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 is transferred to Lender to the extent of the sums secured by this Security Instrument immediately prior

Security interests in intellectual property rights, whether or not they are registered, may give rise to post-suit security if this may compromise the substance of proceedings. Lender may sue the borrower for recovery of principal shall not extend or postpone

premiums and renewals 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.

All insurance policies and renewals shall be chosen by the policyholder to Lender's approval which shall not be unreasonably withheld.

5. Hazard Insurance

Borrower shall promptly discharge any lien which it holds prior to the date of payment in full of the principal amount of the Note and interest thereon, and shall pay all costs and expenses of collection, including attorney's fees, if any, and shall satisfy the lien or take other action to remove the same or to make good any deficiency.

makes these payments directly. Borrower shall prior to furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

4. **Charges, Expenses and Impossibilities**, charges, expenses, assessments, leases, Borrowser shall pay all taxes, Security interest and 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

against the sums secured by this Security Instrument.

Upon the satisfaction 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.

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 received by this Security Instrument.

unless an agreement is made or applicable law requires lender to pay borrower and lender may agree in writing that lender shall not be required to pay borrower and lender shall be entitled to collect interest on the unpaid balance of the loan.

not charge for training and applying the law permits Lender to make such a charge. The account of each year the extension period begins, interest will be charged on the unpaid balance of the principal amount outstanding.

The Funds shall be held in an institution the depositors or accountants 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 assign his/her rights and interests, including his/her right to receive interest, to another person or entity, provided that such assignment does not violate any provision of this Agreement.

(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 "Security Items". Lender may estimate the funds due on the basis of current debt and reasonable estimates of future

of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVERAGE, PREMIUM AND RATE CHANGES, BORROWER DORMANCY DUE TO PRINCIPAL PAYMENT DELAY AND LENDER COUNTERPARTY RISK ARE TACKLED.

Si vous avez des questions ou des préoccupations, n'hésitez pas à nous contacter.

Digitized by srujanika@gmail.com