

90251373

[Space Above This Line For Recording Data]

010038212

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 25TH, 19 90.  
 The mortgagor is MARTHA THOMAS, UNMARRIED, HAVING NEVER MARRIED AND DIANE DICKERSON, UNMARRIED,  
 ("Borrower"). The Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK, 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 SIXTY NINE THOUSAND AND 00/100 \*\*\*\*\*  
 \*\*\*\*\* Dollars (U.S. \$ 69,000.00). 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 JUNE 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:

THE NORTH 50 FEET OF LOT 143 (EXCEPT THE WEST 33 FEET THEREOF) IN BROADVIEW, A  
 SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD  
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I. D. # 15-22-223-023

which has the address of 2425 SOUTH 10TH AVE., BROADVIEW  
 (Street) (City)  
 Illinois 60153 ("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.

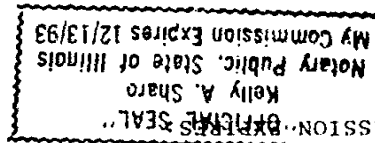
ILLINOIS — Single Family — FNMA/FHLMC UNIFORM INSTRUMENT

UNOFFICIAL COPY



Mail to (Hibank Federal) 22 N. Madison 1505

PREPARED BY: HELEN DEANOVICH



NOTARY PUBLIC

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 25th DAY OF May, 1994

SAYED COUNTY AND STATE, DO HEREBY CERTIFY THAT I, the undersigned, a Notary Public in and for said county and state, have personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, and acknowledged that he, free and voluntary act, signed and delivered the said instrument as the, free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, COUNTY SS: Cook

(Space Below This Line for Acknowledgment)

DIANE DICKERSON (Seal) - Borrower

MARTHA THOMAS (Seal) - Borrower

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.

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DEPT-01 RECORDING 147777 15M 4:57 05/30/90 13:36:00  
\$3655 & F \* -90-251373  
BOOK COUNTY RECORDER

- ☐ Adjustable Rate Assumption Rider  
☐ Graduated Payment Rider  
☐ Adjustable Rate Rider  
☐ Condominium Rider  
☐ Planned Unit Development Rider  
☐ Fixed Rate  
☐ Assumption Rider  
☐ 1-4 Family Rider

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, 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)]

NON-UNIFORM COVENANTS. Borrower 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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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 all taxes and insurance charges due under the Note.

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

security for the sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds

3. Application of Payments. Unless applicable law provides otherwise all payments received by Fund under paragraphs

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

\_\_\_\_\_ makes these payments directly. Borrower shall properly furnish to Lender receipts evidencing the payments.

shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

emissions and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender

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, in essence, if the restoration

Lender may use the proceeds to repair or restore the Property or to pay sums secured by this

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph

the acquisition.

with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless

maintained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property

any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable at-

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security

bursement at the Note rate and shall be payable, with interest, upon notice from Lender to borrower requesting payment.