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PREPARED BY:  
BARBARA FITZNER  
CHICAGO, IL 60603

# UNOFFICIAL COPY!

COOK COUNTY ILLINOIS  
SHERIFF'S OFFICE

RECORD AND RETURN TO:  
CITIBANK, FEDERAL SAVINGS BANK  
BOX 165

1991 SEP 25 PM 1:41

91499051

\$ 17.00

(Space Above This Line For Recording Data)

010060862

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 18, 1991. The mortgagor is CARL H. BLOCK AND JOANNA N. BLOCK, HIS WIFE

("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 FORTY NINE THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 49,500.00). 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 OCTOBER 1, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 SOUTH 60 FEET OF LOT 12 IN BLOCK 9 IN PORTIA MANOR, BEING FREDERICK H. BARTLETT'S SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 5573274, IN COOK COUNTY, ILLINOIS

15-34-308-024-0000

which has the address of 3636 BLANCHAN

(Street)

BROOKFIELD

(City)

Illinois 60513

(Zip Code)

(Property Address)

TOGETHER WITH all the improvements or hereafter erected on the property, and all easements, appurtenances, and 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.

ILLINOIS - Single Family  
MB-264 Rev. 7/81 14884

91499051  
Clerk's Office

**4. CHARGES:** LENDER BORROWER shall PAY all TAXES, ASSESSMENTS, CHARGES, FEES AND IMPOSITIONS ATTRIBUTABLE TO THE PROPERTY AND TO THE BORROWER'S USE THEREOF.

**4. CHARGES; LINES.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

### **3. APPLICATION OF PAYMENTS.** Unless otherwise law provides otherwise, all payments received by Lender under

Leaders and followers' concerns and agreements under this approach 2 are subject to application rules and federal

Lender shall separately apply to Escrow Account to determine the adequacy of the monthly Funds being collected for each Escrow Item; at its option Lender may apply the Escrow Account more frequently. Lender shall estimate the amount of Funds needed in the Escrow Account to pay Items; if reasonable estimates of expenditures of future Escrow Items; the anticipated disbursements for each Escrow Item; or the Escrow Items which due, on the basis of: (i) current data, including all the data material between the dates for which Escrow Item; and (ii) the amount of Funds in the Escrow Item; the anticipated disbursements for each Escrow Item; if reasonable estimates of expenditures of future Escrow Items; all the data material between the dates for which Escrow Item; and (iv) the amount of Funds in the Escrow Item; the amount of Funds needed in the Escrow Account to pay Items; the Escrow Items which due, on the basis of: (i) current data, including all the data material between the dates for which Escrow Item; and (ii) the amount of Funds in the Escrow Item; each Escrow Item in the same Lender establishes the Escrow Account; Lender and Borrower agree that Lender's estimate of the amount of Funds needed in the Escrow Account to pay Items will not be sufficient to pay such Items when due, Lender may require Borrower to make up the difference in the Escrow Account by additional amounts when due, Lender may require Borrower to make up the difference in the Escrow Account in addition to the Funds estimated as described above, and to ensure that the Funds in the Escrow Account will be available in addition to the Funds required to pay such Items within 30 days of the Escrow Account being established.

The Funds shall be placed in an account ("Federated Home Loan Account") at an institution whose deposits are insured by a federal agency, including Federated Housing Lender, if Lender is such an institution or if any Federal Home Loan Bank, or entity, as defined in 12 U.S.C. 1461, or any other banking authority, has entered into an agreement with the Lender to make loans to the Lender under such an agreement.

**2. FEES FOR TAXES AND RESTAURANCE** Borrower shall pay to Lender on the day monthly payments are due under the Notes, until the Note is paid in full, a sum ("Fees") equal to Lender's estimate, as described below, of: (a) one-twelfth of each type of yearly taxes and assessments which may affect Lender's property over this Security Instrument; (b) one-twelfth of yearly lesseehold payments or ground rents on the Property, if any; (c) one-twelfth of the yearly hazard or property insurance premiums; (d) one-twelfth of the yearly mortgage insurance premiums, if any; and (e) one-twelfth of any similar taxes which are commonly paid by borrowers to Lender, whether now or in the future, in connection with a secured debt. The taxes described in (a) - (d) are called "Taxes".

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPARATION AND LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any preparation and late charges due under the

This document is subject to revision by the Board of Directors and the Board of Trustees of the University of Michigan. It is intended to serve as a general guide for the administration of the University's real property.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations 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 (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 giving of notice.

**5. HAZARD OF PROPERTY 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, including floods or flooding, whether or not identified or existing at the time the loan is made. 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

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 to 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.

Insurance proceeds shall be applied to restoration or repair of the Property damaged if, in Lender's sole determination, 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 21 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. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; LEASEHOLDS.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY.** 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 forfeiture 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 paying fees for periodic inspections of the Property. In addition to these actions Lender may enter on the Property to make repairs, change locks, replace or board-up doors and windows, drain pipes, eliminate building code violations or dangerous conditions, turn utilities on or off, or undertake whatever else is necessary to protect the value of the Property and Lender's rights in the Property. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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borrower may agree to extend, modify, or alter any accommodation with regard to the terms of this security instrument or the Note without the Borrower's consent.

Borrower may agree to pay the sums secured by this Security Instrument, and (c) agrees that Lender may other personally obligated to pay the sums secured by this Security Instrument; and (d) agrees that Lender may not mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (e) is co-signing this Security Instrument only to co-sign this Security Instrument but does not execute the Note. (f) is joint and several. Any Borrower who to the provisions of paragraph 17. Borrower's co-signers and successors shall be joint and several. Any Borrower subject agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument shall be joint and several. The co-signers and

12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The co-signers and Lender's rights or remedies under this Security Instrument or the Note.

(iii) affect Lender's rights to prohibit or restrict future modifications requested by Borrower or (iv) affect property; (v) affect Lender's rights to change or impair Lender's security interest or lien priority in the note; (vi) act as a satisfaction, release, or novation; (vii) change or impair Lender's security interest or lien priority in the modifications of any of Borrower's or Lender's covisants of agreements under this Security Instrument or the Note shall not be a waiver of or preclude the exercise of any right or remedy.

By the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right of remedy payment of otherwise modify amortization of the sums secured by this Security Instrument by successor to any demand made Lender shall not be required to commence proceedings against any successor in interest or exercise to extend time for interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be liable for failure to pay this Security Instrument granted by Lender to any successor in modification of amortization of the sums secured by this Security Instrument or the time for payment of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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 are then due.

Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law requires immediate payment before the taking. Any balance shall be paid to Borrower. In the event of a partial taking value of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multpled by the following factor (a) the total amount of the sum secured immediately before the taking, divided by (b) the fair market value of the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the amount of the Property in instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security and shall be paid to Lender.

10. 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 convenience in lieu of condemnation, are hereby assigned to the Borrower notice at any time of or prior to an inspection specifying reasonable cause for the inspection.

9. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall agreement between Borrower and Lender or applicable law.

In effect, or (c) provide a loss reserve, until the regularment of mortgage insurance ends in accordance with any written Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance Lender agrees (in the amount and for the period that Lender requires) provided by an insurer approved by insurance in lieu of mortgage insurance. Loss reserve payable insurance premiums paid by Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when insurer approved by Lender. If substantiality equivalant mortgage insurance is not available, Borrower shall pay to the insurance coverage based or based to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payable insurance premiums paid by Lender, if these payments are to be in effect to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternative mortgage insurance company to the original mortgage insurance company to the cost to Borrower of the cost of premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, Lender agrees to be in effect, Borrower shall pay the reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the 8. MORTGAGE INSURANCE. If Lender requires mortgage insurance as a condition of making the loan secured by this other sums secured by this Security Instrument which are due and unpaid.

from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest at the Note rate on all requested payment in addition, subject to applicable law, Borrower agrees to pay Lender interest at the Note rate on all security instrument. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by the

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental law or which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that any removal or other remedial action in accordance with Environmental law, Borrower shall promptly take all necessary remedial actions in accordance with Environmental law.

will also contain any other information required by applicable law.

19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note or a partial interest in the Note, together with this Security Instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer under the Note and this Security Instrument. The Borrower will be given written notice of the changes of the Loan Servicer under the Note and this Security Instrument as soon as possible after the changes occur. If there is a change of the Loan Servicer, the Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Lender and the address to which payments should be made. The notice will also state that the new Lender and the old Lender are successors to the original Lender.

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 notice or demand on Borrower.

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any sums received by this Security Instrument, however, this option shall not be exercised by Lender if exercise is prohibited without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all natural persons in it 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 notice, Lender may, at its option, require immediate payment in full of all sums received by this Security Instrument.

16. BORROWERS (SOP). Borrower shall be given one duplicate of the Note and of this Security instrument.

Instrument shall be deemed to have been given to borrower or Lender when given as provided in this Paragraph.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery or by sending it by (i) first class mail postage prepaid, or (ii) prepaid overnight delivery service, or (iii) any similar common or private carrier or delivery method generally accepted in the locality where the Property is located, unless otherwise required by another method. The notice shall be directed to the Property at its location, or (iv) any other address set forth herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be given by first class mail postage prepaid to Lender's address designated by notice to Lender. Any notice to Lender shall be given by first class mail postage prepaid to Borrower stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

13. 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 of 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 a permitted limit 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 repayment without any prepayment charges under the Note.

As used in this paragraph 20, "hazardous substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 27 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, 21, including but not limited to, reasonable attorneys' fees and costs of title evidence.

22. RELEASE. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument. Subject to applicable law, Borrower shall pay a reasonable fee for the preparation of the release document and shall pay any recording costs.

23. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the Property.

24. 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 boxes)

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify) \_\_\_\_\_

- Condominium Rider
- Planned Unit Development Rider
- 1-4 Family Rider

- Adjustable Rate Assumption Rider
- Fixed Rate Assumption Rider
- Second Home Rider

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.

Witnesses:

Carl H. Block  
CARL H. BLOCK

(Seal)  
-Borrower

(Seal)  
-Borrower

Joanna N. Block  
JOANNA N. BLOCK

(Seal)  
-Borrower

(Seal)  
-Borrower

STATE OF ILLINOIS, COOK

County: \_\_\_\_\_

I, a Notary Public in and for said county and state do hereby certify that CARL H. BLOCK AND JOANNA N. BLOCK, HIS WIFE,

personally known to me to be the same person(s) whose name(s) 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 / 1 / day of

Sept 1 91  
John O'Donnell

My Commission Expires:

Notary Public

NOTARY PUBLIC	MY COMMISSION EXPIRES 2/28/92
PATRICKA DAVIS	
OFFICIAL SEAL	