## **MORTGAGE**

91512996

CHICAGO, IL 60603 (Appress)

010061702

THIS MORTGAGE is made this 27TH day of	SEPTEMBER	, 1991, between the Mortgagor,
TIMOTHY R. BAKER AND DENISE		
AND NICHOLAS J. GUARDINO, A		

(herein "Borrower"), and the Mortgagee, CITIBANK, FEDERAL SAVINGS BANK, a corporation organized and existing under the laws of the United States, whose address is 1 SOUTH DEARBORN CHICAGO, ILLINOIS 60603 \_\_ (herein "Lender").

18,200.00 , which WHEREAS. Borrower is indebted to Lender in the principal sum of U.S. \$\_ indebtedness is evidenced by Borrower's note dated \_\_\_\_\_SEPTEMBER 27, 1991 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if NOVEMBER 1, 2001 not sooner paid, due and payable on .....

TO SECURE to Londer the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the cive ants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of \_\_\_\_COOK\_ of Illinois

THE EAST TWELVE (32) FEET AND TWO (2) INCHES OF LOT TWENTY-TWO (22) AND THE WEST EIGHT (8) FEET SIX AND ONE-QUARTER (6 1/4) INCHES OF LOT TWENTY THREE (23) IN MACALESTER'S SUBDIVISION OF BLOCK FIVE (5) OF VERNON PARK ADDITION TO CHICAGO IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SICTION SEVENTEEN (17) TOWNSHIP THIRTY-NINE (39) OOT COUNTY CIENTS EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH, RANGE FOURTEEN (14), IN COOK COUNTY, ILLINOIS.

DEPT-DI PESCRDING \$15.00 7+3333 TRAN 0596 10/02/91 15:05:00 +6276 + C #-91-512996

COOK LOUPTY RECORDER

91512996

17-17-310-023

which has the address of 1258 WEST LEXINGTON, CHICAGO

(Ctty)

Illinois 60607 \_\_ (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all salements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered big this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on weasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2 FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Sorrower makes such payments to the holder of a prior mortgage or dead of trust if such holder is an institutional lender.

ILLINOIS-HOME IMPROVEMENT-1/80-FNMA/FHLMC UNIFORM INSTRUMENT

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let, or officerwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or Apamari no tugiti. Yna gutstaaka ut habra- yd acustaadtol yn a tagaanaa staadaa godon aan aranda an y ent or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the tot amit breake of esules to tozzeobuz dour taniege egribeeborg egnemmos of be nuper ed for lient sebned. Itemeni in execusive to the new new state to the manner, the cities of the original Borrower and Borrower and Borrower to feetafini in rosescous yns of teather y d hefnarg agagtoM zirff yd barusas anns ant to nolfasifianns to nolfasifiann 10. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or apagitoM sirit tavo yfirolig zan risirw mail a

assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby 3. CONDEMNATION The proceeds of any award or claim for damages, direct or consequential, in connection with any to Lunder's interest in the Property.

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payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Mothing additional lindebiedness of Borrower secures by this Mortgage. Unless Borrower and Lender agr. other ferms of Any amounts disbursed by Lender pursuant to this paragraph 7, with inferest thereon, at the Note rate, shall become was eldspilggs to Inemeets natitive 2'tebred

and steet until such that say the requirement for such insurance terminates in accurdance with Borrower's and a condition of making the loan secured by this Mortgage, Borrower shall pay the premitting the maintain such afterneys' fess, and take such action as is necessary to protect Lender's interest. It Lend. c. to juited mortgage insurance as Lender, at Lender's option, upon notice to Borrower, may make such appearances, disbarsoneh sums, including reasonable Mortgage, or if any action or proceeding is commenced which materially affects Londer's interest in the Property, then 7. PROTECTION OF LENDEN'S SECURITY If Borrower fails to perform the co-anants and agreements contained in this

by-laws and regulations of the condominium or planned unit development, and a lituent documents. obligations under the decision or covenants creating or governing the condominium or planned unit development, the \* Borrower and in a condominimism of a planted unit develop nent Borrower and in perform 10 Borrower's sidt il. blodessel s no ei egsgroß sidt il eero vis 10 anoisivoig edt diw ylqmos lists bas vregorg edt to noitsvoirsteb DEVELOPMENTS. Sorrower shall keep afte property in good repair a state of mmsteros or permit impairment or PRESERVATION AND MAINTENANCE OF PROPERTY I EASEHOLDS: CONDOMINIUMS: PLANNED UNIT

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apply, no tater than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lander at Lender. If under paragraph 17 hereof, the Property is sold or the Property is otherwise acquired by Lender, Lender shall yd bled sbaul yns tewotod of bautet yffgmorg llsds tebrol segogodd siff yd bewoes amus lls to llut ai snemyag nogl

shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require. Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Botrower ye comply repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by ents, insurance premiums and ground yents as they fall due, such excess shall be, at Borrower's option, either esest biss yeq of bequired from the control of the control of the same of the second the second of the control eff the amount of the Funds held by Lender, together with the future monthly installments to Funds payable prior to security for the sums secured by this Mortgage.

and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional as on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits e made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower to pay said taxes, assessments, insurance premiums and ground sents. Lender may not charge for so holding and applying ships a Federal or state agency (including Lender 11 Lender ar institution). Lender shall apply the Funds and seconds. It Borrower pays Funds to Lender, the Funds shall be field in an institution the deposits or secounts of which are insured

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11. SUCCESSORS AND ASSIGNS BOUND: JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note. (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Rorrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. GOVERNING LAW: SEVERABILITY. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the agent that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not all conformations of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", at d "ittorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. BORROWER'S CO'Y. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after records con hereof.

15. REHABILITATION LOAN AGREEMENT. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, reprint, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to rescute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. TRANSFER OF THE PROPERTY. If Borresser sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumprance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint terant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall prove to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptably likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice in in provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without furties notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. ACCELERATION: REMEDIES. EXCEPT AS PROVIDED IN PARAGRAPH 16 PUREOF, UPON BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT OF BORROWER IN THIS MORTGAGE, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS MORTGAGE, LENDER PRIOR TO ACCELERATION SHALL GIVE NOTICE TO BORROWER AS PROVIDED IN PARAGRAPH 12 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION AT QUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 10 DAYS FROM THE DATE THE NOTICE IS MAILED TO BORROWER, BY WHICH SUCH BREACH MUST BE CURED. AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS MORTGAGE, FORECLOSURE BY JUDIC AL PROCEEDING, AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT. TO SEINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NONEXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE BREACH IS 10) CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL OF THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

18. 9ORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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