

PREPARED BY:
KATHIE PUGA
CHICAGO, IL 60603

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BOOK DATE:

10/28/91

RECORD AND RETURN TO: 1991 OCT 28 AM 10:06 91560546
CITIBANK, FEDERAL SAVINGS BANK
BOX 165 QUALITY ASSURANCE DEPARTMENT
22 W. MICHIGAN STREET, SUITE 300
CHICAGO, IL 60602

\$ 17.00

(Space Above This Line for Recording Data)

010059432

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 18, 1991. The mortgagor is ROBERT BOWMAN AND CATRIONA M. BOWMAN, HIS WIFE

"Borrower". This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK

UNITED STATES OF AMERICA, which is organized and existing under the laws of

1 SOUTH DEARBORN, CHICAGO, ILLINOIS 60603 ("Lender").

Borrower owes Lender the principal sum of NINETY THOUSAND AND 00/100

Dollars U.S. \$ 90,000.00). 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 NOVEMBER 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:

LOT 4 IN BLOCK 14 IN WINSTON GROVE SECTION SECTION 22 SOUTH, BEING A SUBDIVISION IN PARTS OF SECTIONS 35 AND 36, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 30, 1977 AS DOCUMENT 23869152 IN COOK COUNTY, ILLINOIS.

31560546

07-36-312-004

which has the address of 981 WISCONSIN LANE _____
(Street)

ELK GROVE VILLAGE, Illinois 60007
(City) (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.

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DPS 1643

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AB-264 RGV. 7/81 14484

Solidifying the Payments.

4. CHARGES; LENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach priorly over this Security instrument, and leasehold payments or ground rents, if any, Borrower under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid on time pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them in full to the holder of the note or instrument, and furnish to Lender a copy of such payment.

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

Lenders and Borrowers' Governmental Agreements under this Paragraph 2 are subject to applicable state and federal

Landers shall annually analyze the Escrow Account to determine the adequacy of the monthly Funds being collected for each Escrow item; at its option Landers may analyze the Escrow Account more frequently. Landers shall estimate the amount of Funds needed in the Escrow Account; (i) A future Escrow items which are on the basis of: (ii) current date, including the anticipated disbursement dates for each Escrow item; (iii) reasonable estimates of expenditures of future Escrow items; (iv) the time interval between disbursements for each Escrow item; (v) the amount of Funds in the Escrow Account for each Escrow item needed at the time Landers analyzes the Escrow Account; (vi) the amount of Funds needed in the Escrow Account for each Escrow item; (vii) the amount of Funds in the Escrow Account for each Escrow item needed in no more than 12 months. If Landers Escrow Account analysis indicates that the Funds in the Escrow Account for each Escrow item exceed the amount Landers needs to pay Escrow fees, Landers shall refund any such excess to Seller within 30 days of the Escrow Account analysis. In addition to the Funds estimated as described above, and to ensure that the Funds in the Escrow Account will be sufficient to pay Escrow items when due, Landers may require Seller to maintain in the Escrow Account an additional balance of Funds not to exceed 2 monthly escrow payments.

The Funds shall be placed in an account ("Sesrow Account") at an institution whose depositors are insured by a federal agency, institution, or entity (including Lender), if Lender is such an institution or at any Federal Home Loan Bank, Lender may charge for holding and applying the Funds,analyzing the Sesrow Account and verifying the Sesrow items, and Lender may require to pay a one-time charge to establish a real estate tax reporting service used or provided by Lender in connection with this loan. Lender shall not be required to pay Borrower any interest or earnings on

2. RUNDGES FOR TAXES AND INSURANCE. 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 Lender's estimate, as described below, of: (a) one-twelfth of each type of yearly taxes and assessments which may affect this Security Instrument; (b) one-twelfth of the yearly leasehold payments or ground rents on the Property, if any; (c) one-twelfth of the yearly hazard or property insurance premiums; (d) any one-twelfth of the yearly mortgage insurance premiums, if any; and (e) one-twelfth of any similar items which are commodity paid by borrower to Lender, whether now or in the future, in consideration of any services rendered to Lender, whether now or in the future, in connection with the Note.

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 this Note and any prepayment and late charges due under the Note.

THIS SECURITY INSTRUMENT combines uniform conventions for natural use and non-uniform conventions with limited variations by jurisdiction to constitute a uniform security instrument governing real property. This security instrument shall be governed by federal law and the law of the jurisdiction in which the property is located.

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Any amounts disbursed by Lender under this paragraph shall become additional debt or 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. In addition, subject to applicable law, Borrower agrees to pay Lender interest at the Note rate on all other sums secured by this Security instrument which are due and unpaid.

8. MORTGAGE INSURANCE. If Lender requires mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums 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 premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

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 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument 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 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

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.

11. 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.

Modifications of any of Borrower's or Lender's covenants or agreements under this Security instrument or the Note shall not: (i) act as a satisfaction, release or novation; (ii) change or impair Lender's security interest or lien priority in the Property; (iii) affect Lender's rights to prohibit or restrict future modifications requested by Borrower; or (iv) affect Lender's rights or remedies under this Security instrument or the Note.

12. 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 may 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.

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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 bankruptcy, probate, or condemnation or forfeiture of property to satisfy laws of reorganization, 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 property. Lender's actions may include paying any sums secured by a lien which has priority over this property. Lender's actions may include paying any sums secured by a lien which has priority over this property. In addition, Lender may sue to protect the value of the property and Lender's rights in the property, to prevent Lender from losing his or her interest in the property, or to enjoin Lender from doing anything that would impair Lender's interest in the property.

THE FEDERAL GOVERNMENT HAS BEEN APPROVED TO THE PRACTICE OF THE PLURALISTIC LANDLORDS IN WISCONSIN.

Borrower shall provide clear and concise information to Lender in a manner acceptable to Lender; (a) agrees in writing to the payment of the obligations secured by the Lien in a manner acceptable to Lender; (b) consents in good faith to prevent the Lien by, or default in, a timely manner to pay all amounts due under the instrument of the Lien; (c) consents in good faith to prevent the Lien by, or default in, a timely manner to pay all amounts due under the instrument of the Lien; (d) consents in good faith to subordination of the Lien to other valid security interests held by the holder of the Lien in an agreement satisfactory to Lender which may affect property over the Lien to the security instrument; Lender may give Borrower a notice terminating the Lien if Lender determines that any part of the Property is subject to a Lien which may affect 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 losses by fire, floods, winds, or other hazards included within the term "extended coverage", and any other hazards for which Lender requires insurance, including "winds or flooding", whether or not determined at the time the loan is made. This insurance shall be chosen by Borrower and maintained in amounts and for the periods that Lender requires. The insurance carrier shall be chosen by Borrower 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 accepted by Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals, "or" 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.

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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 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 charges under the Note.

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 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 postage prepaid 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. SEVERABILITY. 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 duplicate 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 for 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 as if no acceleration had 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 paragraph 17.

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. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, 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 Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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 of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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The official seal of the State of Missouri, featuring a central shield with a plow, a sheaf of wheat, and a compass rose, surrounded by the words "THE GREAT SEAL OF THE STATE OF MISSOURI".

14684 7/81 REV 482-89

My Commision Express

Given under my hand and official seal, this 18th day of October 1991
Voluntary act, for the uses and purposes herein set forth.
me this day in person, and acknowledged that THEY signed and delivered the said instrument at THEIR free and
personality known to me to be the same persons (whom I name) subscriber to the foregoing instrument, prepared before

1. The undersigned
hereby certify that ROBERT BOWMAN AND CATRIONA M. BOWMAN,
, a Notary Public in and for said County and State do

STATE OF ILLINOIS. COOK COUNTY, etc.

CATRIONA M. TORMAN **ROBERT BOWMAN**

BY SIGNING BELOW, BORROWER AGGRETS AND AGREES TO THE TERMS AND GOVERNANCE CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND SIGNED WITH IT.

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| 21. ACCELERATION, REMEDIES. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any provision or agreement in this Security Instrument (but not prior to acceleration under paragraph 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, together with all interest accrued thereon and the costs of collection and attorney fees. |
| 22. RELEASE. Lender may cancel 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 recordation or filing fees and costs of title evidence. |
| 23. VAIVER 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, the warranties and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, if the covenants, the warranties and agreements of each such rider are executed by Borrower and recorded together with this Security Instrument, it does or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants, the warranties and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument as if the rider(s) were a part of this Security Instrument. |
| 25. ADJUSTABLE RATE RIDER. (An) adjustable rate Rider
(B) graduated Payment Rider
(C) balloon Rider
1-4 Family Rider
Fixed Rate Assumption Rider
Second Home Rider
Other(s) (specify) |

As used in this Paragraph 2D, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos; lead-based paint; radon; mercury; cadmium; polychlorinated biphenyls and hexachlorobiphenyls; volatile solvents; materials containing asbestos or formaldehyde; and radioactive materials. As used in this Paragraph 2D, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection.