

# UNOFFICIAL COPY

CITIBANK

11604390

This instrument was prepared by:

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00

BETTY DI SILVIO

(Name)

CHICAGO, IL 60603

(Address)

010061502

## MORTGAGE

THIS MORTGAGE is made this 11TH day of NOVEMBER, 1991, between the Mortgagor,  
JAMES CAMPBELL AND CHERYL L. CAMPBELL, HIS WIFE  
AND MARC A. BURMANA BACHELOR

(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").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,000.00, which  
indebtedness is evidenced by Borrower's note dated NOVEMBER 11, 1991 and extensions and renewals  
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if  
not sooner paid, due and payable on DECEMBER 1, 2006;

TO SECURE to Lender 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 covenants 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, State  
of Illinois:

THE SOUTH 358.0 FEET OF THE SOUTH 1/2 OF THE EAST 1/4 OF THE SOUTHEAST  
1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 12  
EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 20 FEET THEREOF)  
IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS

1991 NOV 18 AM 10:22

21604390

27-20-403-011

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which has the address of 16650 SOUTH 104TH AVENUE, ORLAND PARK

(Street)

(City)

Illinois 60462 (herein "Property Address");  
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage;  
and all of the foregoing, together with said property for the household estate if this Mortgage is on a household are  
hereinafter referred to 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 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 \$1 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 Borrower makes such payments to the holder of a prior mortgage or deed of trust if such  
holder is an institutional lender.

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

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**9. COMPENSATION** The proceeds of any award or claim for damages, direct or consequential, in connection with any cancellation or other failure of the program, or part thereof, or for convenience in lieu of cancellation, are hereby assigned and shall be paid to Learner, subject to the terms of any mortgage, deed of trust or other security agreement which is then which has priority over this Agreement.

Lender's written agreement or application form.  
Any amounts disturbed by Lender pursuant to this Paragraph 7, with interest thereon, at the note rate, shall become additional indebtedness of Borrower secured by this mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this Paragraph shall require Lender to incur any expense or take any action hereunder.

7. PROTECTION OF LENDERS' SECURITIES. It Borrower fails to perform the covenants and agreements contained in this Mortgagge, or if any section of proceedings is commenced which interferes with Lenders' interests in the Property, then Lenders, at Lender's option, may make such appropriate arrangements, either in such sum, including reasonable attorney's fees, and take such action as is necessary to Borrower, may make such arrangements, either in such sum, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender requires repossession of a portion of the property, Borrower shall pay the reasonable expenses required to maintain such a condition of marketable title, and the costs of storage, Borrower shall pay the reasonable expenses incurred in effecting such title at the expense of Borrower, and Borrower shall remain liable to Lender for such damages resulting from the repossession of the property.

**GENERAL STATEMENT** **PLANNED LEARN** **LEARNERS:** **CONFERENCES:** **MEETINGS AND MEETINGS OF THE PLANNED LEARN**

Issue #4: What makes property less Borrower-friendly  
is the fact that it is less Borrower-friendly.

such approach should not be interpreted as a withdrawal. All inter-state policies and frameworks thereof shall be in a form acceptable to Lander and should result in a clear and definite transfer of powers and functions to the concerned state to the maximum extent possible. Such a transfer of powers and functions to the concerned state to the maximum extent possible will facilitate a better administration of justice to the concerned state and Lander. Lander may make good all

implied against those by law, but de jure, within the term 'extended coverage', and such other hazards as land or may affect a firm's business and its cash position as factors of production as labour and raw materials.

5. HAZARD INSURANCE: Directors shall keep the improvements now existing or hereafter erected on the property, and shall pay all taxes and assessments thereon, and shall pay all premiums on the hazard insurance, if any.

**2 APPLICATION OF PAYMENTS.** Under applicable law provided by Lender under the Notes and PerC article 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under PerC article 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

If the amount of the Funds held by Lender together with the future amounts installments of funds payable prior to the due dates of taxes assessments, insurable premiums and ground rents, shall exceed the amount required to pay said taxes due dates of taxes assessments, insurable premiums and ground rents, shall exceed the amount required to pay said taxes assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either precompletely repaid to Borrower or credited to Borrower or monthly installments of Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to one or more payments as Lender may require.

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19. ASSIGMENT OF RENTS APPOMINTMENT 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, abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

**18. BORROWER'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 of any other Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; (d) Borrower cures all breaches of any other Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; and (e) Borrower pays all reasonable expenses of any other Lender in accelerating this Mortgage.

17. ACCELERATION; REMEDIES. EXCEPT AS PROVIDED IN PARAGRAPH 18 HEREOF, UPON BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT 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 REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 10 DAYS FROM THE DATE THE BREACH 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 PROVIDED IN PARAGRAPH 12 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 10 DAYS FROM THE DATE THE BREACH IS MAILED TO BORROWER, BY WHICH SUCH BREACH RESULTS IN ACCELERATION OF THE SUMS SECURED BY THIS MORTGAGE, FORCLOSURE OF THE PROPERTY, 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 NOTICE FORCLOSURE PROVIDED IN THE NOTICE OF A DEFECT IN ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORCLOSURE IF THE BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE. LENDER, AT LENDER'S OPTION, MAY DECRAESE ALL OF THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORCLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORCLOSURE, INCLUDING, BUT NOT LIMITED TO, FEES AND COSTS OF DOCUMENTATION, EVIDENCE, ABSTRACTS AND TITLE REPORTS.

18. TRANSFER OF THE PROPERTY. (a) Borrower sells all or any part of the Property to an interest holder, excluding (i) the erection of a lean or encumberances subordinate to this Mortgagage, (ii) a transfer by devise, descent, or by escheat, (iii) the transfer of a joint tenant, or (iv) the grant of any leasehold interest of less than one year to a person to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transfer as if a loan were being made to the transferee. Borrower will continue to be obligated under this Note and this Mortgagage unless Lender releases Borrower from it.

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

15. **RENTAL AGREEMENTS.** Borrower may renew terms in or of borrowings under any other agreement, or other loan agreement which Borrower may have agreed to lend, in a form acceptable to Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of all rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection

13. GOVERNMENT LAW; SEVERABILITY. The severability clause applies to this Note in the event that the property is located in a state and does not limit the applicability of Federal law to the terms of this Note.

14. BORROWER'S OBLIGATION. Borrower shall furnish a copy of the Note and of this Mortgage at the time of execution or after demand hereof.

**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 set forth above, and (b) any notice by lender shall be given by mailing such notice by certified mail addressed to Borrower or to Borrower's attorney if any, or to the address set forth in the property tax bill.

11. SUCCESSORS AND ASSUMERS SOUNDED; JOINT AND SEVERAL LIABILITY; CO-SCHEMES. The covenants and agreements herein contained shall bind, and the rights hereunder shall survive to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Lender and Borrower who co-sign this Mortgage, but does not execute this Note, shall be joint and several, subject to the provisions of paragraph 16 hereof; All covenants and agreements of Borrower shall be joint and several, but does not execute this Note, (all) is co-signing this Note, (all) is co-signing this Mortgage only to mortgages, 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, forgive, or make any other accommodations with regard to the terms of this Mortgage, (d) is not personally liable on the Note or under this Mortgage, and (e) agrees that Borrower hereunder may agree to extend, modify, forgive, or make any other accommodations with regard to the terms of this Mortgage.

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Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and collect rents therefrom, and to manage the Property including those past due. All rents collected by 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, expenses of receiver, reasonable bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

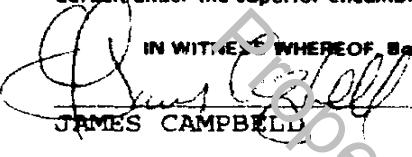
20. RELEASE. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

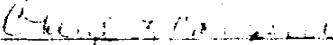
## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

  
JAMES CAMPBELL \_\_\_\_\_ -Borrower

\_\_\_\_\_ -Borrower

  
CHERYL L. CAMPBELL \_\_\_\_\_ -Borrower

  
MARC A. BURMAN \_\_\_\_\_ -Borrower

STATE OF ILLINOIS COOK County ss:

I, James Campbell, a Notary Public in and for said county and state, do hereby certify that  
JAMES CAMPBELL AND CHERYL L. CAMPBELL, HIS WIFE  
AND MARC A. BURMAN

personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y. signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

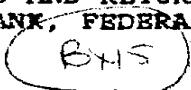
Given under my hand and official seal, this 11TH day of NOVEMBER, 1991.

My Commission expires:

  
Notary Public

919604390

(Space Below This Line Reserved For Lender and Recorder)  
RECORD AND RETURN TO:  
CITIBANK, FEDERAL SAVINGS BANK

  
BYS