PREPARED BY: KATHY CORSO

UNOFFICIAL COPY

CHICAGO, IL 60603

91985418

RECORD AND RETURN TO CITIBANK, FEDERAL SAVINGS **BOX 165** 

## MORTGAGE

010048866

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 21 . 1991 The mortgagor is TITO DENKOVSKI AND HALINA DENKOVSKI, HIS WIFE

("Borrower"). This Sourity 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

("Lander").

Borrower owes Lender the principal sum of ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED

AND NO/100

108,800.00 Dollars (U.S. \$ ). 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 . In a Security Instrument secures to Lender: (a) the repayment of the debt evidenced on MARCH 1, 2021 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 descripas property located in COOK

COOK
THE NORTH 46 FEET OF LOT 4 IN BLOCK 8 IN W. C. REYNOLD'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

91085418

DEPT-01 RECORDING \$16.00 J#2222 TRAN 5437 02/25/91 10:47:00 #417 # B \*-91-085418 COOK COUNTY RECORDER

16-06-303-007

which has the address of 822 NORTH FOREST

OAK PARK

idinois

60302

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all experients, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all restures 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 ensumbrances 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.

LINIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials: 12 Page 1 of 4 MB-284 Rev. 10/89 14664



Form 3014 12/83 Amended 5/87 **DPS 420** 

010048866

2. FUNDS for TAXES and INSURANCE. Subject to applicable law or to a written waiver by Lender, Sorrower 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 one—twelfth of a support taxer and assessments which may attain priority over this Security Instrument; (b) yearly lessehold payments or ground rants on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future 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 lineluding Lender if Lender is such an institution). Lender shall apply the Funds to pay the account the Funds to pay the account the Funds to pay the account the Funds and applying the Funds, analyzing the account or verifying the account the Funds, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lander in connection with Borrower's entering into this Security Instrument to pay the cost of an Independent tax reporting service shall not be a charge for the purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds iseld by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in the of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If the paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the plan of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. APPLICATION of PAYME TO Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied. First, to late charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. CHARGES; LIENS. Borrower stall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. For ower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these plyments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

15. HAZARO INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance shall be maintained in the amounts and for the periods that Lender requires insurance carrier providing the insurance shall be chosen by Borrower subject or Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a candard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give the Lender all receipts of paid preinlims 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to ristoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security 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 prid to Borrower. If Borrower abandons the Property, or does not snawer 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 19 the Property is sequired 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. PRESERVATION and MAINTENANCE of PROPERTY; LEASEHOLDS. Sorrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a casehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the casehold and fee title shall not merge unless Lender agrees to the merger in writing.

To PROTECTION of LENDER'S RIGHTS in the PROPERTY: MORTGAGE MISURANCE. If Borrower falls to perform the governments and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Clander's rights in the Property (such as a proceeding in bankruptsy, probate, for condemnation or to enforce laws or executations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights on 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 entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Borrowerle) Initials The HD

010048866 t of Borrower secured by this

Any amounts disbursed 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.

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.

S. 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 dutherized 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.

BORROWER NOT THE LISED; 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 op arte 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 evic issors 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.

SUCCESSORS and ASSIGNS BOUND JOINT and SEVERAL LIABILITY; CO-signers. The covenants and agreements this Security Instrument shall blind and beacht the successors and assigns of Lander 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 (tota: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property Inder the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrumrint; 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 is strument 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 auch loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums Arnady 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 p incipal, 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 Grapwer. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender whom 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 Sesurity 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 falls 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.

PATRICIA F. APPER

MY COMMISSION EXPIRES

## UNOFFICIAL COPY

## 1-4 FAMILY RIDER (Assignment of Rents)

010048866

THIS 1-4 FAMILY RIDER is made this 21ST day of FEBRUARY, 19 91, and is incorporated in	into
and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Inst	
ment") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CITIBANK, FEDERAL SAVINGS BANK	(the
"Lender") of the same date and covering the property described in the Security Instrument and located at: 822 NORTH FOREST, OAK PARK, ILLINOIS 60302	<u> </u>
(PROPERTY ADDRESS)	

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORD'. NATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSTRANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASIS Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower (nc) riditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or render's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender, or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the rentifit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower; (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by t'e Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and 'as r ot and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintair. He Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may to so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any color right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in the 1-4 Family Rider.

TITO DENKOVSKI -BORROWE

Halma Denholshi (Scal)
TINA DENKOVSKI -BORROWER

Form 3170 10/85