UNOFFICIAL COPY92810

COCK COUNTY, ILLINGIS

1991 FED 28 PM 3: 34

91092810

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

60603

Space Above This Line for Recording Data)......

MORTGAGE

010048783

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 27
The mortgagor is MOHAMMED S. ADMANI AND
NARGIS ADMANI, HIS WIFE

\$ 16.00

("Borrower"). This Sugarity Instrument is given to CITIBANK, FEDERAL SAVINGS BANK

, which is organized and existing under the laws of

, 1991

UNITED STATES OF AMERICA, and whose address is 1 SOUTH DEARBORN CHICAGO, ILLINOIS 60603

("Lender").

Borrower owes Lender the principal sum of EIGHTY ONE THOUSAND

AND NO/100

Dollars (U.S. \$ 81,000,00). 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 MARCH 1, 2021 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewary 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 descript property located in

COOK
PARCEL 1: THE NORTH 57.90 FEET OF THE EAST 20.82 FEET OF THE
WEST 252.30 FEET OF THE SOUTH 16:.81 FEET OF THE NORTH 829.05
SEE ATTACHED RIDER FOR COMPLETE LECAL

/14-06-110-055

which has the address of

6260 NORTH HOYNE-UNIT B

Illinois

60659

OYNE-UNIT B

CHICAGO

TOGETHER WITH all the improvements now or hereafter erected on the property, and all exterents, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and air itstures 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 selsed 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.

THIS SECURITY INSTRUMENT combines uniform eovenants for national use and non-uniform eovenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS: Borrower and Lender covenant and agree as follows:
1. PAYMENT of PRINCIPAL and INTEREST; PREPAYMENT and LATE CHARGES. Borrower shall promptly pay when due 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

Borrowerist Initials - 6 . N

Page 1 of 4

Form 3014 12/83 Amended 5/87 DPS 420

103251

2. FUNDS for TAXES and INSURANCE. Subject to applicable law or to a written waiver by Lender, 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 one—twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly lessehold payments or ground rents 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 (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender 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 cradits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are piedged 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 conditions, 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 held 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 fact of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. It under paragraph 18 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the rate of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit again at the sums secured by this Security Instrument.

3. APPLICATION of PAYMENCO. 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; second, to prepayment 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 real pay all texes, 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 provides in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes there payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which o'a priority over this Security instrument unless Sorrower: (a) agrees in writing to the payment of the obligations secured by the lien in a menner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lin in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Bacurity Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Pacurity Instrument, Lender may give Sorrower a notice identifying the lien. Sorrower shall satisfy the lien or take one or not of the actions set forth above within 10 days of the giving of notice.

S. KAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property Insured against loss by fire, hexards included within the term "extended coverage" and any other hexards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance service providing the insurance shall be shown by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender thall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give the Lender all wheelpts of paid premiums and renewal notices. In the event of loss, Borrower shall give thampt notice to the insurance where and 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 restoration or repair of Property Jameged, If the restoration or repair is economically fessible and Lender's security is the insurance proceeds shall be extended in the insurance proceeds shall be extended by this Security instrument, whether or not then due, with any excess gold to Borrower. If the proceeds 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 19 the Property is asquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the sequisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the sequisition.

6. PRESERVATION and MAINTENANCE of PROPERTY; LEASEHOLDS Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower adquires fee title to the Property, the leasehold and fee title shall not merge unless Lander agrees to the merger in writing.

7. PROTECTION OF LENDER'S RIGHTS in the PROPERTY; MORTGAGE INSURANCE. If Borrower falls to perform the sovenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lander's rights in the Property (such as a proceeding in Bankruptey, probate, for condomnation or to enforce laws or regulations), then Lander may do and pay for whatever is necessary to protect the value of the Property and Lander's rights in the Property. Lander's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying resemble attorneys' fees and entering on the Property to make repairs. Although Lander may take action under this paragraph 7, Lander does not have to do so.

Any amounts disbursed by tonal debt of 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 roquesting 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.

9. 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 Louder 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 markst 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 settly a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to soliect 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.

10. BORROWER NOT HE EASED, 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 open te to release the fiability 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 amortizzation of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's cursosors 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.

11. 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 Itole (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 Instrum, at, 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 Vistrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of their 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 mis 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 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 Instrumint 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 stoll be directed to the 📸 Property Address or any other address Borrower designates by notice to Lender. Any notice to Leider shall be given by 💫 first class malt to Lender's address stated herein or any other address Lender designates by notice to diffre wer. 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. 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 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 snyerable.

18. 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 for 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 Lander exercises this option, Lander 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, Lander may invoke any remedles permitted by this Security Instrument without further notice or demand on Borrower.

	If Surrover mean to tain conditions. See ower shall have the right to have
	ontinued at only time prior to the earlier of : (a) 5 days (or such other period tent) before sale of the Property pursuant to any power of sale contained in
	ment enforcing this Security Instrument. Those conditions are that Borrower:
• •	d be due under this Security Instrument and the Note had no acceleration
	r covenants or agreements; (c) pays all expenses incurred in enforcing this
	ed to, reasonable attorneys' fees; and (d) takes such action as Lender may of this Security Instrument, Lender's rights in the Property and Borrower's
• • • • • • • • • • • • • • • • • • • •	curity Instrument shall continue unchanged. Upon reinstatement by Borrower,
	ecured hereby shall remain fully effective as if no acceleration had occurred.
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	LENDER SHALL GIVE NOTICE TO BORROWER PRIOR TO ACCELERATION
	OVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT (BUT NOT PRIOR
	AND 17 UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE
	NCTION REQUIRED TO CURE THE DEFAULT; (C) A DATE, NOT LESS THAN 30 N TO BORROWER, BY WHICH THE DEFAULT MUST BE CURED; AND (D) THAT
	RE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF
	STRUMENT, FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE
	FORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE
	RECLOSURE. IF THE DEFAULT IS NOT CURED ON OR BEFORE THE DATE
	PTION MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED
	FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY
	VTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES NG, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF
TITLE EVIDENCE.	
	eration under paragraph 19 or abandonment of the Property and at any time
•	emption following judicial sale, Lender (in person, by agent or by judicially upon, take possession of and manage the Property and to collect the rents of
	ands collected by Lender or the receiver shall be applied first to payment of
	politection of rents, including, but not limited to, receiver's fees, premiums on
	is, and then to the sums secured by this Security Instrument.
instrument without charge to Borrower. Borrow	ne secured by this Security Instrument, Lender shall release this Security was at all pay any recordation costs.
	walves 2's right of homestead exemption in the Property.
	If o is or more riders are executed by Borrower and recorded together
•	and agreements of each such rider shall be incorporated into and shall amond to of this Security instrument as if the rider(s) were a part of this Security.
instrument. (Check applicable box(ss))	is of this security metric as it the flooring word a part of this security
	Condominium Gides
	Condominium Rider 1-4 Family Rider
Adjustable Rate Rider	Condominium Rider 1-4 Family Rider Planned Unit Development Rider
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Adjustable Rate Rider Graduated Payment Rider	
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Adjustable Rate Rider Graduated Payment Rider Other(s) (specify) BY SIGNING BELOW, Borrower accepts and (n any rider(s) executed by Borrower and record MOHAMMED S. ADMANI State of Illinois, COOK , The Admandary of the same foregoing instrument, appeared before a signed and delivered the said instrument purposes therein set forth.	sgrees to the terms and covenants contained in this Security Instrument and ded with it. (Seal) —Berrower —Berrower —Serrower —
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Adjustable Rate Rider Graduated Payment Rider Other(s) (specify) BY SIGNING BELOW, Sorrower accepts and In any rider(s) executed by Sorrower and record MOHAMMED S. ADMANI State of Illinois, COOK I, The Admandary and state, do hereby cere MOHAMMED S. ADMANI AND NARG personally known to me to be the same foregoing instrument, appeared before a signed and delivered the said instrument purposes therein set forth. Given under my hand and official educations and set of the same purposes therein set forth.	sgrees to the terms and covenants contained in this Security Instrument and ded with it. (Seal) —Berrower —Berrower —Serrower —

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PARCEL 1

THE NORTH 57.90 FEET OF THE EAST 20.82 FEET OF THE WEST 252.30 FEET OF THE SOUTH 165.81 FEET OF THE NORTH 829 D5 FEET OF THE EAST 20 ROADS OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THURD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS

ALSO

PARCEL 2:

THE SOUTH 3.18 FEET OF THE NORTH 6.36 FEET OF THE WEST 15.50 FEET OF THE SOUTH 165.81 FEET OF THE NORTH 829.05 FEET OF THE EAST 20 RODS OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 3:

THE SOUTH 9.33 FEET OF THE NORTH 72.51 FEET OF THE EAST 3).0 FEET OF THE WEST 62.0 FEET OF THE SOUTH 165.81 FEET OF THE NORTH 829 05 FEET OF THE EAST 20 RODS OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE N24 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL

EASEMENTS IS COL FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT TO THERETO ATTACHED DATED JULY 10, 1963 AND RECORDED JULY 15, 1963 AS DOCUMENT 188522.9 MADE BY HOYNE-DEVON DEVELOPMENT CORPORATION, AN ILLINOIS CORPORATION AND AS CREATED BY THE DEED FROM HOYNE-DEVON DEVELOPMENT CORPORATION TO MICHAEL G. KAROS AND MARILYN KAROS DATED APRIL 27, 1964 AND FECORDED APRIL 20, 1965 AS DOCUMENT 19438645.

BENEFF OF PARCEL I AFORESAID FOR INGRESS AND EGRESS OVER, UPON AND ACROSS

THE NORTH 44.52 FEET OF THE VEST 19.00 FEET OF THE SOUTH 165.81 FEET OF THE NORTH 829.05 FEET OF THE EAST 20 RODS OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE VEIRO PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF FALLING IN PARCEL 2 AF DECAID)

THE EAST 24.0 FEET OF THE WEST 43.0 FEET OF SAID SOUTH 165.81 FEET (EXCEPT THAT PART THEREOF FALLING IN PARCEL 2 AFORESAID)

ALSO

THE SOUTH 27.99 FEET OF THE EAST 19.0 FEET OF THE WEST 62.00 FEET OF SAID SOUTH 165.81 FEET

THE NORTH 4.30 FEET (EXCEPT THE WEST 62.00 FEET THEREOF) OF SAID SOUT 165.81 FEET (EXCEPT THAT PART THEREOF FALLING IN FARCE: 1 AFORESAID) THEREOF) OF SAID SOUTH

THE EAST 4.0 FEET (EXCEPT THE NORTH 4.30 FEET THEREOF AND EXCEPT THE SOUTH 4.30 FEET THEREOF) OF THE WEST 66.0 FEET OF SAID SOUTH 165.81 SAID SCUTH 165.81 FEET

THE EAST 4.0 FEET (EXCEPT THE NORTH 4.30 FEET THEREOF AND EXCEPT THE SOUTH 4.30 FEET THEREOF) OF THE WEST 120 FEET OF SAID SOUTH 185,81 FEET

THE SOUTH 4.0 FEET (EXCEPT THE WEST 120.0 FEET THEREOF) OF THE NORTH 59.90 FEET OF SAID SOUTH 185 81 FEET (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID).