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91140561

RECORD AND RETURN TO: CITIBANK, FEDERAL SAVINGS BANK BOX 1650

Space Above This Line for Peconding Date).

MORTGAGE

010049969

THIS MORTGAGE ("Security Instrument") is given on MARCE 27
The mortgagor is EDWARD BURKE AND
LINDA BURKE, HIS WIFE

. 1991

\$ 17.00

("Borrower"). This Security Instrument is given to CITIBANK, PEDERAL SAVINGS BANK

, which is organized and existing under the laws of

UNITED STATE, OF AMERICA and whose address is 1 SOUTH DEARBORN CHICAGO, ILLIWIS 60603

("Lender").

Borrower owes Lender the precipal sum of

SEVENTY THOUSANE AND NO/100

Dollars (I.S. \$ 70,000,00 1. 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 APRIL 1, 2006 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all ren wall, 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 described property located in COOK

COOK
UNIT NUMBER 2108-25, IN THE COUSTER OF WICKER PARK CONDOMINIUM AS
DELINEATED ON A SURVEY OF THE PULLOWING DESCRIBED REAL ESTATE:
SEE ATTACHED RIDER FOR LEGAL DESCRIPTION.

MORTGAGOR FURTHERMORE EXPRESSLY GIAN'S TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

14-31-331-016-0000

which has the address of 2108 WEST NORTH AVENUE-UNIT 2S

CHICAGO (City)

Illinois

60647

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all exements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security listrument. 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 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 covenants for national use and non-uniform covenants 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-ENMA/EHLMC UNIFORM INSTRUMENT

Borrower(s) Initials 40

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2. FUNDS for TAXES and INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall page 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 leasehold payments or ground rents on the Property, If any; (e) 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.

amoord and envire co: The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency fincluding 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 pot be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without 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 Fur (s.) old 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 true of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any: Funds held by Lender. If y ider paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the so let of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit agains the sums secured by this Security Instrument

3 APPLICATION of PAYME 11: Unless applicable law provides otherwise, all payments received by Lender under

paragraphs: 1 and 2 shall be applif & first, to late sharges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable course paragraph 2; fourth, to interest due; and last, to principal due.

4. CHARGES LIENS Borower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over up. Security Instrument, and leasenold payments or ground rants, if any Borrower chall pay these obligation in the manner provides in the manner security instrument. shall pay these obligation in the manner provised in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Sorrower 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 occors

Borrower shall promptly discharge any lien which a priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lier in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any party the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Seprity Instrument: If Lender determines that any part of the Property is subject to a lien which may attain priority over this So curity Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of inotice or and a final second ENG.

SEHAZARDINSURANCE: Borrower shall keep the improvements novexisting or hereafter erected on the Property Insured against loss by fire hazards included within the term extended cover ue, and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject o 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's sall promptly give the Lender all receipts of paid premiums, and renewal notices. In the event of loss, Borrower shall give p compt 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 restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is it lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurar or proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance 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 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 of the payments referred to in paragraphs 1 and 2 or change the amount of the payments in the payments of the pa from damage to the Property prior to the acquisiton shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

FRESERVATION SANGEMAINTENANCE TO PROPERTY LEASEHOLDS Borrower shall not destroy 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 acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY MORTGAGE INSURANCE If Borrower fails to perform 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 proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), 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 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.

Any amounts disbursed by Lender under this paragraphy? shall opcome adoptional 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 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.

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 sett'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 secure/ by this Security Instrument, whether or not then due-

Unless Lender and Porrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date r i the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. BORROWER NOT F. LEASED; FORBEARANCE BY LENDER NOT a WAIVER | Extension of the time for payment or modification of amortization in the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not oberate 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 conficence 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 BOUNT; JOINT and SEVERAL LIABILITY; CO-signers. The covenants and agreements this Security Instrument shall bind and permit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenant, and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Ngly (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 Instrum, at, and (c) agrees that Lender and any other Borrower may agree to extend, modity, 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 1 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 si ch loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any suchs 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 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 accurring to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instru. and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps of criffed 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 stall 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 Lander designates by notice to ferrower. 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 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 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 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.



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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 THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Stopeny of Coot County Clert's Office

My Commission Expires:

OFFICIAL SEAL

Francine Whalum

Motary Public, State of Minors

My Commission Expires 9/15/92

Notary Public

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UNOFFICIAL COPY:

CONDOMINIUM RIDER 010049969

THIS CONDOMINIUM RIDER is made this 27TH day of MARCH 19.91, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") 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: 2108 WEST NORTH AVENUE-UNIT 2S, CHICAGO, ILLINOIS 60647
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium
project known as: WICKER PARK
(NAME OF CONDOMINUM PROJECT)
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Ow er: Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.
CONDOMINATM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,
Borrower and Juni'er further covenant and agree as follows:
A. Condominiur Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents. B. Hazard Insurance. So ic ng as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth
of the yearly premium installments for in and insurance on the Property; and
(ii) Borrower's obligation under Uniton. Covenant 5 to maintain hazard insurance coverage on the Property
is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.
Borrower shall give Lender prompt notice of any types in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the
Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and
shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.
C. Public Liability Insurance. Borrower shall take such factions as may be reasonable to insure that the Owners
Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
D. Condemnation. The proceeds of any award or claim for da 22 ges, direct or consequential, payable to Borrower
in connnection with any condemnation or other taking of all or any part of the Property, whether of the unit or
of the common elements, or for any conveyance in lieu of condem ation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in
Uniform Covenant 9.
E. Lender's Prior Consent. Borrower shall not, except after notice to Lenvier and with Lender's prior written con-
sent, either partition or subdivide the Property or consent to:
(i) the abandonment or termination of the Condominium Project, except for a bandonment or termination re-
quired by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemna-
tion or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit
of Lender;
(iii) termination of professional management and assumption of self-management of the Oalvers Association; or
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by
the Owners Association unacceptable to Lender.
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.
Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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 Bor-
rower requesting payment.
· · · · · · · · · · · · · · · · · · ·
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.
91/1 1
OV WVV (Seal)
EDWARD BURKE BOXMONES
Finda Sorile (Seal)
LINDA BURKE -BORNAER

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Operation County Clerk's Office