PREPARED BY: CHRIS DANKO 60603 CHICAGO, IL

1991 APR -3 PM 3:19

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BETURN TO RECORD AND EDERAL SAVINGS BANK CITIBANK BOX 165

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MORTGAGE

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("Borrower"). This Socurity Instrument is given to CITIBANK, FEDERAL SAVINGS BANK UNITED STATES OF AMERICA, and whose address is 1 SOUTH DEARBORN
CHICAGO, ILLINOIS 60603

Borrower owes Lender the pricipal sum of

("Lender").

TWO HUNDRED FORT: FIVE THOUSAND AND NO/100

Dollars (U.S. \$ 245,070.00). 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 APRIL 1, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewris, 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 County, Illinois:

PARCEL 1: THE SOUTH 18.5 FEET, AS MEASURED ON THE EAST LINE THEREOF, OF LOTS 16, 17 AND 18 TAKEN AS & SINGLE TRACT, IN J. P. ALTGELD'S SEE ATTACHED RIDER FOR LEGAL DESCRIPTION.

14-20-323-022-0000 14-20-323-023-0000

(Street)

CHICAGO

Illinois

80XXXXX, 60657 (Zip Code)

("Property Address");

TOGETHER WITH, all, the improvements now or hereafter erected on the property, and all e sements, 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 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 encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of

Colors to the rest for the 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.

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Borrower(s) Initials MB-264- Rev. 10/89 14664

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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 leasehold 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 of state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the account the Funds to pay the account or verifying the escribe lender may not charge for holding and applying the Funds, analyzing the account or verifying the escribe 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 credits 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 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 Finds 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.

amount necessary to hake up the deficiency in one or more payments as required by Lender.

Upon payment in up of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any.

Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the security of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit again to he sums secured by this Security Instrument.

3. APPLICATION of PAYM_N*3. 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 shall ray 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. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these rayments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which he priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligations secured by the "ien in a manner acceptable to Lender" (b) contests in good faith the lien by, or defends against enforcement of the linnin, 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 Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower anotice identifying the lien. Borrower shall satisfy the lien or take one or no elof the actions set forth above within 10 days of the giving of notice.

Insured against loss by fire, hazards included within the term "extended cove age 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 Barrower subject to ender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include / renderd mortgage clause. Eender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give the 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to enteration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is of lessened. If the restoration or repair 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 paid to Borrower. If Borrower abandons 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 of 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 is indeed to in paragraphs 1 and 2 or change the amount of the payments is under paragraph 19 the Property is acquired 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.

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 acquires fee title to the Property; the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

with Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, or there is a legal proceeding that may significantly affect to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect to the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws on regulations). Figure 1. Lender may do and pay for whatever is necessary to protect the value of the Property and Lander'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.

Barrawer(s) Initials

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Any amounts disbursed by Lender under this paragraph 7 shall become adminished 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.

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 Ileu 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 aut. Frized 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.

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 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 star assors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercising 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 burn's 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 (lots) (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 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 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 sum loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum stready 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 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 is in the 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 Portower. 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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Page 4 of 4

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MICHAEL J. PROCAR Notary Public, State of Illinois My Commission Expires 2/1/94 UNOFFICIAL COPY

LEGAL DESCRIPTION RIDER

PARCEL 1: THE SOUTH 18.5 FEET, AS MEASURED ON THE EAST LINE THEREOF, OF LOTS 16, 17 AND 18 TAKEN AS A SINGLE TRACT, IN J. P. ALTGELD'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY COTHE CHICAGO AND EVANSTON RAILROAD, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 SET FORTH IN DECLARATION OF EASEMENTS RECORDED DECEMBER 19, 1990 AS

DOCUMENT 9061 298, AND CORRECTION THERETO RECORDED JANUARY 16, 1991 1024, 4PANY OF 90 AND KNOW 1-3-9/ 91150049 AS DOCUMENT 91020,86, AND BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 23, 1990 AND KNOWN AS TRUST NUMBER 110871-02

4-3-91 RECORDED

AS DOCUMENT IN COOK COUNTY, ILLINOIS.

NUMBER

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED MARCH 28, 1991 A.D..

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Oot County Clerts EPRIL 23, 1980 AND SHOWS AS ASSESS BUSIERE 110 TO 1-02 AS DOCUMENT RECORDED is wook county, illinois. MUMBER CAMPLEST

THIS RIDTH IS ATTACHED TO AND MADE A PART OF THIS MORECAGE DATED MARCH 18 1991 A.D..