PREPARED BY: JIM ALFRED CHICAGO, IL

RECORD AND RETURN TO: CITIBANK, FEDERAL SAVINGS BANK

BOX 165

60000E1

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

MORTGAGE

010055572

THIS MORTGAGE ("Security Instrument") is given on JUNE 24 The mortgagor is DONALD ROBERT PELLEGRINI AND CATHERINE MARGARET PELLEGRINI, HIS WIFE

. 1991

("Borrower"). This Security 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, ILLI'018 60603

("Lander").

Borrower owes Lender the or noisel sum of ONE HUNDRED TEN THOUSAND FOUR HUNDRED AND NO/100

110,450.00 .). This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. \$ Security instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2006 "This Security instrument secures to Lender: (a) the repsyment of the debt evidenced by the Note, with interest, and all reiteries, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the accurity of this Security Instrument; and (e) the performance of Borrower's covenents 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 Sounty, Illinois: COOK

LOT 2 (EXCEPT THE WEST 111 FIET) IN BLOCK 38 IN ROBERT BARTLETT'S HOMESTEAD DEVELOPMENT NUMBER 5, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Puny Clarks DEFT-01 RECORDING T#6666 TRAN 4304 07/02/91 11:52:00 #9412 # ※一タ1-325861 ×-91-325861

PALOS HEIGHTS .

COOK COUNTY RECORDER

24-30-109-013

which has the address of 12008 SOUTH 71ST COURT

Illinois

60463

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all externents, 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 intrument. All of 91325861 the foregoing is referred to in this Security instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower 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-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials: DSP CAL

MB-284 Rev. 10/89 14884

Form 3014 12/83 Amended 5/87

15/24

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2. FUNDS for THEER and INSURANCE. Subject to applicable law or to a written weiver 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 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 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, wither 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 rocks up the deficiency in one or more payments as required by Lender.

Upon payment in full 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 call of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the nums secured by this Security Instrument.

3. APPLICATION of PAYMENT. 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 pragraph 2; fourth, to interest due; and last, to principal due.

4. CHARGES: LIENS. Borrower shell proy 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 shell pay these obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shell pay them on time directly to the person owed payment. Engages shell promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these pryments directly, Borrower shell promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which he priority over this Security instrument unless Borrower: (a) agress 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 lie 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 Society Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Society Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or notice of the actions set forth above within 10 days of the giving of notice.

5. HAZARD 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 cover ge" 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 or Lander's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a senderd 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 premiums and renewal notices. In the event of loss, Borrower shall give a ampt 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 1, receivement. 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 particle 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 acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from demage 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. 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 Lander agrees to the merger in writing.

7. PROTECTION of LENDER'S RIGHTS in the PROPERTY; MORTGAGE INSURANCE. If Borrower fails to perform the 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 filen 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 Linux under this paracept y any become distributed of Gorrower 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 Lander required mortgage insurance as a condition of making the loan secured by this Security Instrument, Sources shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Sorrower'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 Sorrower 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 Lander.

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 path rized 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 do rower 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 PULL SASED; FORSEARANCE 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 uper ate 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 Sorrower's surgensors 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 Langit 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 Note: is) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's Interest in the Property index the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and ic) 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 toan 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 sich loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums at each 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 reduce, 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 remediate permitted by paragraph 18. If Lander exercises this option, Lender shall take the steps (peoffed 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 Sovrower. 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.

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. It all or any part of the Property or any interest in it is sold or transferred for it 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.

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Borrower(s) Initials: DE CHIE

37.32

My Commission Expires:

"OFFICIAL SEAL"

Diane Greend

Notary Public, State of Inlinois

My Commission Expires 1/30/93

Notary Public

DPS 423

UNOFFICIAL COPY

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(abose unions rule sine rat to	Andria County
MORTGAG	GE
THIS MORTGAO': ('Security Instrument'') is given on	. JUNE 19th
19 91 The mortgagor SMIGUEL G CONTRERAS AN	ID MARIA CONTRERAS, HIS WIFE
("Borrower"). This Second Federal Savings and Joan Association of Chi	CAGO , which is organized and existing
under the laws of UNITED SCALES OF AMERICA 3960 West 26th Street - Chicago, III no a 19623	, and whose address is
Borrower owes Lender the principal sum of FIFTY SEVEN T	HOUSAND AND NO CENTS
Dollary (1) & N.5.7 .000 .00	1
Jated the same date as this Security Instrument ("Fote"), which propaid earlier, due and payable on JUNE 55, 206 secures to Lender: (a) the repayment of the debt evider red by the	This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the modifications of the Note; (b) the payment of all other sums, with inter-	Note, with interest, and all renewals, extensions and
of this Security Instrument; and (c) the performance of Borro ver's co	evenants and agreements under this Security Instrument
and the Note. For this purpose, Borrower does hereby mortgage gra	nt and convey to Lender the following described prop-
iny localed in	O -
Lot 7 in Block 4 in Parkholme Resubdivision	of 81cck 14 of Grant Land Association
Resubdivision in Section 21, Township 39 Nor	
Principal Meridian, in Cook County Illinois	7\$6556 TRAN 4304 07/07/91 11
•	dananya vrumon komp
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Permanent Index tax # 16 21 404 027 Vol 42	COOK TOURTY RECORDER
Permanent Index tax # 16 21 404 027 Vol 42	COOK TOURTY RECORDER
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which has the address of	OF THE STATE OF TH
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and 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 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.

ILLINOIS-Single Family-Famile MacFreddle Mac UNIFORM INSTRUMENT

1991 BAF Systems & Forms, Inc. Chicago, IL + 1-800-323-3000

\$/80 (page 1 of 6 pages)

Product 44713

91325862

BOX 301

This instrument was prepared by..... (SEAL) My Commission Expires: Witness my hand and official seal this..... instrument, have executed same, and acknowledged said instrument to be...... free and wollenged instrument, then her, their) before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the pregoing prisonally appeared ASIAN ON COOK CONTRACTOR OF CO a Notary Public in and for said county and state, do kereby certify that (Insmphaiwonian vet anti stat woled a aga) Social Security Number -Borrower **EASISTIMOD AIRAM** Witnesses: and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument Other(s) [apecify] Second Home Rider Rate Improvement Rider Balloon Rider Biweekly Payment Rider Graduated Payment Rider Planned Unit Development Rider Tabia stable Rate Rider Condominium Rider XXX 1-4 Family Rider [Check applicable box(es)]

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.