

UNOFFICIAL COPY

CITIBANK

92446495

MORTGAGE

52088303

2nd Mortgage

Ref.No.: 010070048

This Instrument was prepared by:

Jessie Gracia Chicago, Illinois 60603

Handwritten: BOX 165 MAIL TO

92088303

Handwritten: J.S. Paul

THIS MORTGAGE ("Mortgage") is made on February 4, 1992 between Mortgagor, Timothy J. Twohill, and Patricia A. Twohill his wife, and John F. [redacted] a widower (herein "You," "Your" or "Yours") and the Mortgagee, Citibank, Federal Savings Bank, a corporation organized and existing under the laws of the United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "We," "Us" or "Our").

WHEREAS, is (are) indebted to us in the principal sum of U.S. \$ 40,000.00, which indebtedness is evidenced by Borrowers note dated February 4, 1992 and extensions and renewals thereof (herein "Note") providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on March 1, 2002.

To secure to us (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants, and agreements, you do hereby mortgage, grant, convey and warrant (unless you are an Illinois land trust, in which case you mortgage, grant, convey and quit claim) to us the following described property ("Property") located in the County of Cook and State of Illinois:

LOT 31 IN BLOCK 3 IN BELMONT GARDENS, BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Handwritten: 2500 R

P.I.N. No. 1: 13-27-221-006

P.I.N. No. 2:

NOEL

COOK COUNTY RECORDER

which has the address of 4043 West Wellington, Chicago, Illinois 60641, (herein "property address");

Together with all the improvements now or hereafter erected on the property, and all easements, 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 Mortgage. All of the foregoing is referred to in this Mortgage as the "property."

You covenant that you are lawfully seised of the estate hereby conveyed and have the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. You, unless you are an Illinois land trust, warrant and will defend generally the title to the property against all claims and demands, not withstanding any encumbrances of record.

Uniform Covenants. You and we covenant and agree as follows:

1. (A) Payment of Principal and Interest. You shall promptly pay when due the principal of and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by us, you shall pay to us on the day monthly payments are due under the Note until this Note is paid in full, a sum ("funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the property, if any plus one-twelfth of yearly premiums installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by us on the basis of assessments and bills and reasonable estimates thereof. You shall not be obligated to make such payments of Funds to us to the extent that you make such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If you pay Funds to us, 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 us if we are such an institution). We shall apply the funds to pay said taxes, assessments, insurance premiums and ground rents. We may not charge for so holding and applying the funds, analyzing the account or verifying and compiling said assessments and bills, unless we pay you interest on the funds and applicable law permits us to make such a charge. You and we may agree in writing at the time of the execution of this Mortgage that interest shall be paid to you, and unless an agreement is made or applicable law requires such interest to be paid, we shall not be required to pay you any interest or earnings on the funds. We shall give you, without charge, an annual accounting of the funds showing credits and debits to the funds and the purpose for which each debit to the funds was made. The funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the funds held by us, 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 your option, either promptly repaid to you or credited to you on monthly payments of funds. If the amount of the funds held by us is not sufficient to pay the escrow items when due, you shall pay to us any amount necessary to make up the deficiency in one or more payments as required by us.

Upon payment in full of all sums secured by this Mortgage, we shall promptly refund to you any funds held by us. If under paragraph 17, the property is sold or acquired by us, we shall apply, no later than immediately prior to the sale of the property or its acquisition by us, any funds held by us at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Note and paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to us by you under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. You shall perform all of your obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. You shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as we may require and in such amounts and for such periods as Lender may require.

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Property of Cook County Clerk's Office

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2025 10 10 10:10

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Property of Cook County Clerk's Office

"OFFICIAL SEAL"
DEANNA GLANS
Notary Public, State of Illinois
My Commission Expires 2/26/94

JOHN F. NOEL A WIDOWER

John F. Noel
John F. Noel

Commission Expires: _____

Notary Public

Deanna Glans

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Timothy J. Twohill, and Patricia A. Twohill, his wife personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of February, 1992

County of Orange }
State of Illinois } SS

Mortgagor John F. Noel

John F. Noel

Borrower Timothy J. Twohill
Timothy J. Twohill

Borrower Patricia A. Twohill
Patricia A. Twohill

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

21. Waiver of Homestead. You waive all right of homestead exemption in the property.

20. Release. Upon payment of all sums secured by this Mortgage, we shall release this Mortgage without charge to you.

19. Assignment of Rents: Appointment of Receiver. As additional security hereunder, you hereby assigns to us the rents of the Property, provided that you shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, we shall be entitled to have a receiver appointed by the court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. Your Right to Reinstate. Notwithstanding our acceleration of the sums secured by this Mortgage due to your breach, you shall have the right to have any proceedings begun by us to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) you pay us all sums which would be due under this Mortgage and the Note had no acceleration occurred; (b) you cure all breaches of any other covenants or agreements of your's contained in this Mortgage, and in enforcing our remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (c) you take such action as we may reasonably require to assure that the lien of this Mortgage, our interest in the Property and your obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by you, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Acceleration. If you fail to pay the sums secured by this Mortgage when due, or if you fail to comply with any of the covenants or agreements of your's contained in this Mortgage, we shall be entitled to accelerate the sums secured by this Mortgage and to require you to pay the sums secured by this Mortgage immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. We shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and cost of documentary evidence, abstracts and title reports.

16. Default. If you fail to pay the sums secured by this Mortgage when due, or if you fail to comply with any of the covenants or agreements of your's contained in this Mortgage, we shall be entitled to accelerate the sums secured by this Mortgage and to require you to pay the sums secured by this Mortgage immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. We shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and cost of documentary evidence, abstracts and title reports.

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