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UNOFFICIAL COPY

PREPARED BY:
K. KATZ
CHICAGO, IL 60603

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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

1992 JUN 26 PM 3:27

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(Space Above This Line For Recording Data)

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 15, 19 92. The mortgagor is CHARLES N. TIPRE AND JANINE L. TIPRE, HIS WIFE

("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, ILLINOIS 60603 ("Lender").

Borrower owes Lender the principal sum of NINETY FIVE THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 95,500.00). 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 JULY 1, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced

by the Note, with interest, and all renewals, extensions and modifications of the Note; (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:
LOT 8 (EXCEPT THE NORTH 15 FEET) AND LOT 9 (EXCEPT THE SOUTH 5 FEET) IN BLOCK 2 IN THE SUBDIVISION OF BLOCKS 1 AND 2 IN HOWELL'S SUBDIVISION OF THE EAST 12 ACRES OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD IN COOK COUNTY, ILLINOIS.

13-08-106-014
VOL. 326

which has the address of 5540 NORTH MC VICKER (Street)

CHICAGO (City), Illinois 60630 (Zip Code)

(Property Address)

TOGETHER WITH all the improvements or hereafter erected on the property, and all easements, appurtenances, 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 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.

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...evidencing the payments.

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower

4. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the charges due under the Note. of the payment of mortgage insurance premiums; third, to interest due; fourth, to principal due; and last, to any late under paragraph 2; and any sums payable by Borrower to Lender in accordance with the provisions of paragraph 8, in lieu paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under Law. Lender's and Borrower's covenants and agreements under this paragraph 2 are subject to applicable state and federal against the sums secured by this Security Instrument.

to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit sums secured by this Security Instrument. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior refund to Borrower any funds held by Lender. Such refund shall be made within 30 days of Borrower's payment of all secured by this Security Instrument. Upon payment in full of all sums secured by this Security Instrument, Lender shall Escrow Account was made. The Funds in the Escrow Account are pledged to Lender as additional security for all sums the Escrow Account, showing credits and debits to the Escrow Account and the purposes for which each debit from the Lender shall apply the Funds to pay the Escrow items when due. Lender shall also to Borrower an annual accounting of balance of Funds not to exceed 2 monthly escrow payments.

sufficient to pay Escrow items when due, Lender may require Borrower to maintain in the Escrow Account an additional analysis. In addition to the Funds estimated as described above, and to ensure that the Funds in the Escrow Account will be each future Escrow item when due, Lender shall refund any such excess to Borrower within 30 days of the Escrow Account indicates that the Funds in the Escrow Account for each Escrow item exceed the amount Lender estimates is needed to pay

discretion. Borrower may repay any deficiency in no more than 12 monthly payments. If Lender's Escrow Account analysis after receipt of notice from Lender, Borrower fails to timely pay Lender the amount of the deficiency. At Lender's sole Borrower in writing and may require Borrower to pay Lender the amount of the deficiency. Borrower shall be in default if, the Escrow Account for each Escrow item will not be sufficient to pay each Escrow item when due, Lender may notify the amount of Funds needed in the Escrow Account is an approximate calculation. At any time if the amount of Funds in

each Escrow item at the time Lender analyzes the Escrow Account. Lender and Borrower agree that Lender's estimate of (iii) the time interval between disbursement dates for each Escrow item; and (iv) the amount of Funds in the Escrow Account for the anticipated disbursement dates for each Escrow item; (iii) reasonable estimates of expenditures of future Escrow items; of Funds needed in the Escrow Account to pay future Escrow items when due, on the basis of: (i) current data, including

each Escrow item; at its option Lender may analyze the Escrow Account more frequently. Lender shall estimate the amount Lender shall annually analyze the Escrow Account to determine the adequacy of the monthly Funds being collected for the Funds. Lender shall estimate the adequacy of the monthly Funds being collected for

provided by Lender in connection with this loan. Lender shall not be required to pay Borrower any interest or earnings on items, and Lender shall require Borrower to pay a one-time charge to establish a real estate tax reporting service used or Lender may charge Borrower for holding and applying the Funds, analyzing the Escrow Account and verifying the Escrow agency, institution, entity, or entity (including Lender, if Lender is such an institution) or at any Federal Home Loan Bank. The Funds shall be placed in an account ("Escrow Account") at an institution whose deposits are insured by a federal

secured debt. The items described in (a) - (f) are called "Escrow Items". any similar items which are commonly paid by borrowers to lenders, whether now or in the future, in connection with a insured premiums; if any; (e) one-twelfth of the yearly mortgage insurance premiums, if any; and (f) one-twelfth of yearly leasehold payments or ground rents on the Property, if any; (c) one-twelfth of the yearly hazard or property each type of yearly taxes and assessments which may attain priority over this Security Instrument; (b) one-twelfth of the Note, until the Note is paid in full, a sum ("Funds") equal to Lender's estimate, as described below, of: (a) one-twelfth of

2. FUNDS FOR TAXES AND INSURANCE. Borrower shall pay to Lender on the day monthly payments are due under the Note. due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the

1. PAYMENT OF PRINCIPAL AND INTEREST, PREPAYMENT AND LATE CHARGES. Borrower shall promptly pay when UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

combines uniform covenants for national use and non-uniform covenants with having variations by jurisdiction to constitute a uniform security instrument covering real property. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located.

THIS SECURITY INSTRUMENT

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Borrower shall promptly discharge any lien which has 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 lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 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 giving of notice.

5. HAZARD OF PROPERTY INSURANCE. Borrower 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 any other hazards for which Lender requires insurance, including floods or flooding, whether or not identified or existing at the time the loan is made. 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 to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's right in the Property in accordance with Paragraph 7.

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

Insurance proceeds shall be applied to restoration or repair of the Property damaged if, in Lender's sole determination, the restoration or repair is economically feasible and Lender's security is not 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 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 21 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.

6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. 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 forfeiture 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 paying fees for periodic inspections of the Property. In addition to these actions Lender may enter on the Property to make repairs, change locks, replace or board-up doors and windows, drain pipes, eliminate building code violations or dangerous conditions, turn utilities on or off, or undertake whatever else is necessary to protect the value of the Property and Lender's rights in the Property. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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Any amounts disbursed by Lender under this paragraph 7 shall become additional 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. In addition, subject to applicable law, Borrower agrees to pay Lender interest at the Note rate on all other sums secured by this Security Instrument which are due and unpaid.

8. MORTGAGE INSURANCE. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument, immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condormor 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 authorized 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.

11. BORROWER NOT RELEASED; 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 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 successors 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.

Modifications of any of Borrower's or Lender's covenants or agreements under this Security Instrument or the Note shall not (i) act as a satisfaction, release or novation; (ii) change or impair Lender's security interest or lien priority in the Property; (iii) affect Lender's rights to prohibit or restrict future modifications requested by Borrower; or (iv) affect Lender's rights or remedies under this Security Instrument or the Note.

12. 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 Note: (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 may 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.

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shall promptly take all necessary remedial actions in accordance with Environmental Law. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. BORROWER'S RIGHT TO REINSTATE. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower. 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 applicable law to enforce this Security Instrument. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

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 or 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.

16. BORROWER'S COPY. Borrower shall be given one duplicate of the Note and of this Security Instrument to be available to be available. To this end the provisions of this Security Instrument and the Note are declared applicable law, not conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

15. SEVERABILITY. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, that 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 applicable law, not conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. stated herein or any other address Lender designates by notice to Borrower. 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.

13. LOAN CHANGES. 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 such loan charge shall be reduced by the amount necessary to reduce the charges to the permitted limits; and (b) any sums 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 charges under the Note.

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