

UNOFFICIAL COPY

MORTGAGE

MAIL TO



This instrument was prepared by:

RUTH PERKINS

(Name)

CHICAGO, IL 60603

(Address)

BOX 165 010081281 92588382

THIS MORTGAGE is made this 3RD day of AUGUST, 1992, between the Mortgagor,
SARAH A. ROLLER, DIVORCED NOT SINCE REMARRIED

(herein "Borrower"), and the Mortgagee, CITIBANK, FEDERAL SAVINGS BANK a corporation organized and existing under
the laws of the United States, whose address is 1 SOUTH DEARBORN
CHICAGO, ILLINOIS 60603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 57,000.00, which
indebtedness is evidenced by Borrower's note dated AUGUST 3, 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 SEPTEMBER 1, 2007;

TO SECURE the timely 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 of Borrower herein contained, Borrower does hereby mortgage, grant and
convey to Lender the following described property located in the County of COOK, State
of Illinois:

LOT 2 IN BLOCK 12 OF SCHULZ'S RESUBDIVISION OF LOTS 25, 26, AND
27 IN NORTH EVANSTON, THE EAST HALF OF THE SOUTHWEST QUARTER OF
FRACTIONAL SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

92588382

DEPT-01 RECORDING 2 \$31.00
T8111192588382 08/07/92 14:18:00
47248-A *-92-588382
COOK COUNTY RECORDER

10-12-309-044

which has the address of 2317 BROWN, EVANSTON

(Street)

(City)

Illinois 60201 (herein "Property Address");
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage;
and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are
hereinafter referred to 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 covenants
that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to
encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal 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 a written waiver by Lender, Borrower shall pay to
Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a
sum (herein "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 premium 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 Lender on the basis of
assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds
to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such
holder is an institutional lender.

ILLINOIS-HOME IMPROVEMENT-1/80-FNMA/FHLMC UNIFORM INSTRUMENT

Page 1 of 4

31/100
DPS 858

10. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment of modified payment of amortization of the sums secured by this mortgage granted by lender to any successor in interest of Borrowers shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest, unless such note is paid in full. In any manner, the liability of the original Borrower and Borrower's successors in interest, unless such note is paid in full.

IN QUOTERUM'S NOT RELEAS'D. COTTERARABLE BY LEENDER NOT A WAIVER
THE WHICH HAS PRIORITY OVER THIS MORTGAGE.

8. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby

8. INSPECTION Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specific cause therefore related.

Any amounts disbursed by Lender pursuant to this Paragraph 7, which interest thereon, at the note rate, shall become additional indebtedness of Borrower upon notice from Lender to Borrower requesting payment thereof.

* A condition of making the loan secured by this Mortgage, Borrower shall pay the premium, if required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Mortgages is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or conveyance of the condominium or a planned unit development or a condominium unit development or a condominium unit development, Borrower shall perform all of Borrower's obligations under the declaration or conveyance of the condominium or a planned unit development or a condominium unit development or a condominium unit development.

PLANNED UNIT **CONDOMINIUMS** **LEASEHOLDS** **CO-OPERS** **MANTENANCE OF PROPERTY** **AND** **RENTAL**

is awarded by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to select and apply the insurance procedures set forth in this Note.

In the event of a loss, Borrower shall give preference to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

acceptance to Lender and shall include a statement that mortgagee clause in favor of and in a form acceptable to Lender. Lender may require such documents as it deems necessary to cover this mortgagee.

regulations and in such amounts and for as long periods as Lender may require.

E. HAZARD MITIGATION Some owners still keep the improvements now existing or hazard-related on the property under original terms and conditions due to the property which may attain a priority over this mortgagee, and some original terms and conditions are set forth below.

4. PRUDENTIAL AGREEMENTS AND DEEDS OF TRUST; CHARGES; LIENS.

3. APPLICABILITY OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under the Notes and prepayments in 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under Paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

Guaranteed repayment of principal to Borrower or creditable to Borrower on monthly installments of Funds. If the amount of the Funds held by Lenders shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

is the amount of the funds held by Lender, together with the future monthly installments of funds payable prior to the due dates of taxes, expenses, premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either

is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or fees on the Funds and the purpose for which each debit to the Funds was made. The Funds are placed at additional risk for the same period by this provision.

Interest on the Funds and applicable interest on the principal to Borrower, and unless such agreement at the time of execution of this Mortgagor that interest on the Funds shall be paid to Borrower, and unless such agreement

If Borrower pays Funds to Lender, the Funds shall be held by Lender in an institution the depositors of which are insured or guaranteed by the FDIC.

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11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. GOVERNING LAW; SEVERABILITY. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

15. REHABILITATION LOAN AGREEMENT. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. TRANSFER OF THE PROPERTY. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. ACCELERATION; REMEDIES. EXCEPT AS PROVIDED IN PARAGRAPH 18 HEREOF, UPON BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT OF BORROWER IN THIS MORTGAGE, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS MORTGAGE, LENDER PRIOR TO ACCELERATION SHALL GIVE NOTICE TO BORROWER AS PROVIDED IN PARAGRAPH 12 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 10 DAYS FROM THE DATE THE NOTICE IS MAILED TO BORROWER, BY WHICH SUCH BREACH MUST BE CURED; AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS MORTGAGE, FORECLOSURE BY JUDICIAL PROCEEDING, AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NONEXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL OF THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

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

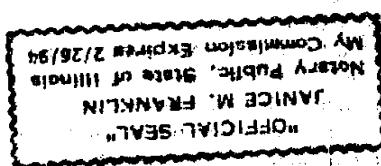
19. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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CHICAGO, ILLINOIS - 60603

CITIBANK · FEDERAL SAVINGS BANK

RECORD AND RETURN TO: _____
(Space Below This Line Reserved For Lender and Recorder)



Given under my hand and official seal, this 3rd day of August, 1992.

perpetrator(s) known to me to be the same person(s) whose name(s) I subscribed to the foregoing
statement, appraised before me this day in person, and acknowledged that **HE/S** he signed and delivered the said
Instrument, freely voluntary set, for the uses and purposes therein set forth.

SARAH A. BOLLETTI, DIVORCEE, NOT SINCE REMARRIED
is Notary Public in and for said County and State, do hereby certify that

STATE OF ILLINOIS
SCHOOL COUNTY ss:

IN WITNESS WHEREOF, BORTROWER has executed this Mortgagor.

Deed of Trust under the Superior Encumbrance and of any sale or other disposition.

**MORTGAGES OR DEEDS OF TRUST
AND FORECLOSURE UNDER SUPERIOR**

21. MAIWER OF HOMESTEAD

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a 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 management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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DPs 1082

MULTISTATE 1-4 FAMILY RIDER - Final/Misc/Final/Misc/Unifrom Instrument Form 3170 8/90

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constitutes an absolute assignment and not an assignment for additional security only.
Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents
the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security instrument and (ii)
agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive
whom the Rents are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and
and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to
H. ASSIGNMENT OF RENTS; APPORTIONMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely
paragraph G, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold.
to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this
and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right
G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property
set forth in Uniform Government 6 shall remain in effect.
Uniform Government 6 concerning Borrower's occupancy of this Property is deleted. All remaining covenants and agreements in
F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in
Security instrument to be perfected against the Property without Lender's prior written permission.
E. BORROWER'S RIGHT TO REINSTATE; DELETED. Uniform Government 18 is deleted.
for which insurance is required by Uniform Government 5.
D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards
use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply
with all laws, ordinances, regulations and requirements of any government body applicable to the Property.
C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the
Security instrument to be placed against the Property without Lender's prior written permission.
B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the
this 1-4 Family Rider and the Security instrument as the "Property".
described in the Security instrument for the leasehold estate if the Security instrument is on a leasehold are referred to in
remain a part of the Property covered by the Security instrument. All of the foregoing together with the Property
hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and
blinds, shades, curtains and draperies, mirrors, cabinets, paneling and attached floor coverings now or
ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers,awnings, storm windows, storm doors, screens,
extinguishing apparatus, security and access control apparatus, plumbing, bath tubes, water heaters, air and light, fire prevention and
those for the purposes of supplying or distributing heat, cooling, electricity, gas, water, air and light, but not limited to,
or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to,
the Property covered by the Security instrument; building materials, appliances and goods of every nature whatsoever now
described in the Security instrument, the following items are added to the Property description, and shall also constitute
A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property
Borrower and Lender, to the other covenant and agree as follows:
1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security instrument,
(Property address)
2317 BROWN, EVANSTON, ILLINOIS 60201

(the "Lender") of the same date and covering the Property described in the Security instrument and located at:
CITIBANK, FEDERAL SAVINGS BANK
"Security instrument" of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the
THIS 1-4 FAMILY RIDER is made this 3RD day of AUGUST
, 1992, and is

1-4 FAMILY RIDER
Assignment of Rents

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2023-03-26

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender's or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFALILT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Sarah A. Roller
SARAH A. ROLLER
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

28C83526