

PREPARED BY:  
GUTH PERKINS  
CHICAGO, ILL. 60604

**UNOFFICIAL COPY**

92783413

92461135

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

92461135

RE-RECORD TO BRING IN THE CHAIN OF TITLE

**MORTGAGE**

THIS MORTGAGE (Security Instrument) is given on JUNE 19 1964. The mortgagor is  
JAMES M. PERKINS AND JEANNE M. PERKINS, 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  
2 SOUTH DEARBORN, CHICAGO, ILLINOIS 60603 (Lender)  
Borrower owes Lender the principal sum of FORTY EIGHT THOUSAND  
AND 00/100

Dollars \$ 48,000.00. This debt is evidenced by Borrower's note dated the same date as this  
Security Instrument (Note) which provides for the payments with the full debt, if not paid earlier, due and payable  
on JULY 1, 1967. This Security Instrument is subject to Lender, in the repayment of the debt evidenced  
by the Note, with interest, and all renewals, extensions, and assignments of the Note, in the payment of all other debts  
with interest advanced under paragraph 1 to protect the interests of the Security Instrument, and in the performance of  
Borrower's promises and agreements under this Security Instrument and the Note. In this regard, Borrower does  
hereby mortgage, grant and convey to Lender the following described property located in

COOK  
County, Illinois  
LOT 14 IN WILHELM SUBDIVISION OF PART OF THE EAST 1/2  
OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 11,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREON  
REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY,  
ON JUNE 1, 1964, AS DOCUMENT NUMBER 1712840.

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RECORDED  
INDEXED  
COUNTY CLERK

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22-28-105-064

RECORDED  
INDEXED  
COUNTY CLERK

which has the address of 72 COUNTRY COURT

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TOGETHER WITH all the improvements in 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 GUARANTEES that Borrower is lawfully seized of the entire 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.

ILLINOIS - Single Family  
MO-600 Rev 7/61 Form

BK15

STREETS

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DEPT-11  
\$35.00  
T#7777 TRAN 0541 10/21/92 12.29.00  
M134 # \*--92--783413  
COOK COUNTY RECORDER

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Borrower shall promptly discharge any and all obligations secured by the lien in a manner acceptable to Lender... in writing to the payment of the obligations secured by the lien in legal proceedings which in the Lender's opinion operate to... interest the enforcement of the lien, or it secures from the holder of the lien an agreed satisfactory to Lender... which may affect 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 created on the Property insured... which Lender requires, including floods or flooding, whether or not identified or existing at the time the loan is made. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance cover provided... withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights 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. The restoration or repair is economically feasible and Lender's security is not increased. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same amount by this Security Instrument, whether or not the sum with any excess paid in full. If Lender abandons the Property, it 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 claims covered by this Security Instrument, whether in full or in part. 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 exceed 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 2 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 covered by the Security Instrument immediately prior to the acquisition.

6 OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY, BORROWER'S LIEN APPLICATION, LEASES. Borrower shall occupy, maintain, 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 or Borrower agrees in writing, which consent shall not be unreasonably withheld or unless circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, and shall not allow any act or omission to be done to the Property, including any act or omission which would result in the Property or otherwise materially reduce the lien created by this Security Instrument or Lender's security interest. Borrower may not take a default or any other action, as provided in paragraph 10, by causing the action or proceeding to be commenced with a ruling that, in Lender's good faith determination, provides for the protection 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, any information concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is an extension, Borrower shall comply with all the provisions of the lease if Borrower occupies the Property. The lease shall not be subject to the provisions of the lease if Borrower occupies the Property. The lease shall not be subject to the provisions of the lease if Borrower occupies the Property. The lease shall not be subject to the provisions of the lease if Borrower occupies the Property.

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, 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 taxes secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's 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 to Borrower... additional debt of Borrower secured by this Security Instrument. Unless Borrower or Lender agrees to the terms of a demand, Lender shall not be required to pay any amount to Borrower from the date of disbursement of the loan... in addition subject to applicable law, Borrower agrees to pay Lender interest at the fixed rate on all other loans secured by this Security Instrument which are due and unpaid.

9. **COVENANTS RELATIVE TO 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 level... 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 cash equal to one-twelfth (1/12) of the yearly mortgage insurance premium being paid by Borrower when the mortgage coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loan reserve in lieu of the required mortgage insurance. Lender's payments may no longer be required, at the option of Lender, if mortgage insurance coverage is obtained and for the period that Lender requires provided by an insurer approved by Lender again becomes in effect and is maintained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loan reserve until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

10. **INSPECTION** Lender or its agent may make reasonable entries upon and inspection of the Property. Lender shall give Borrower notice of the time if it is given by an inspection specifying reasonable cause for the inspection.

11. **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 its 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 same secured by this Security Instrument, whether or not then due with any accrued interest in 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 same secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the same secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: the total amount of the same secured immediately before the taking, divided by 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 same secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied in the same secured by this Security Instrument whether or not the same are then due.

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 authorized to collect and apply the proceeds, at its option, either to restore or repair of the Property or to the same secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to the same shall not extend or postpone the due date of its monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

12. **BORROWER NOT RELEASED; FORFEITURE BY LENDER NOT A WAIVER** Extension of the time for payment or modification or acceleration of the same secured by this Security Instrument granted by Lender to Borrower 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 do so until the payment or otherwise timely acceleration of the same secured by this Security Instrument by reason of any default 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 title of the Property shall not be a satisfaction, release or modification of change or impair Lender's security interest or lien priority in the Property. Notwithstanding to the extent that any such modification is granted by Borrower, or its effect, Lender's rights or remedies under this Security Instrument or the title.

13. **SUCCESSORS AND ASSIGNED BORROWER; 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 or co-signing this Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument, shall not be personally obligated to pay the same secured by this Security Instrument, and he agrees that Lender may file other instruments or the Note without that Borrower's consent.

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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 limit, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded the permitted limit shall 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.

13. **NOTICES** Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery or by sending it by a first class mail postage prepaid or by prepaid overnight delivery service or by any other means of private carrier or delivery method generally accepted in the locality where the Property is located 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 postage prepaid to Lender's address 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 in London when given or provided in this paragraph.

14. **SEVERABILITY** In the event that any provision in 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.

15. **BORROWER'S COPY** Borrower shall be given one duplicate of the Note and of this Security Instrument.

16. **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 consent is prohibited by local 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 those sums prior to the expiration of that period Lender may exercise any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. **BORROWER'S RIGHT TO REINSTATE** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the notice of (a) 30 days or such other period as applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as of its construction had occurred the same day as any default of any other covenants or agreements (i) pays all expenses incurred in enforcing this Security Instrument, including but not limited to reasonable attorneys' fees, and (ii) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower this Security Instrument and the covenants secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

18. **SALE OF NOTE, CHANGE OF LOAN SERVICE** The Note is 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 Service" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Service provided in a sale of the Note. If there is a change of the Loan Service 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 Service and the address to which payments should be made. The notice will also contain any other information required by applicable law.

19. **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 use and to maintenance of the Property.

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 Substances 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial action in accordance with Environmental Law.





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TERRACE CERTIFICATE NUMBER: 1234567

REGISTERED BANK NUMBER: \_\_\_\_\_

PROPERTY ADDRESS: 123 Main Street

LEGAL DESCRIPTION: Subdivided 16 Oct '89

TITLE NUMBER(S) OF RECORD: (ATTACHED)

\_\_\_\_\_

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I (WE), the undersigned, as title holders of record, under Terrace Certificate number and property as described herein, acknowledge our understanding that the recording of any release or satisfaction of mortgage, at a future date, by TITLE TITLE INSURANCE COMPANY, will result in the de-registration of the subject property from the Terrace System of Land Registration.

I (WE) grant express permission to TITLE TITLE INSURANCE COMPANY to record any and all releases and/or satisfaction of mortgage(s) and to further cause the subject property to be de-registered from the Terrace System of Land Registration.

I (WE) hereby direct TITLE TITLE INSURANCE COMPANY to cause any and all releases and/or satisfactions of mortgage to the Registrar of Titles of Cook County, Illinois upon their receipt of same.

James W. [Signature] Print Name James W. [Signature]

Thomas W. [Signature] Print Name Thomas W. [Signature]

\_\_\_\_\_ Print Name [Signature]

\_\_\_\_\_ Print Name \_\_\_\_\_

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COOK COUNTY RECORDER  
#1134 # \* -92-783413  
FROM 0541 10/21/92 12:29:00  
R DEPT-11  
\$35.00

THIS COPY IS A TRUE & CORRECT COPY OF DOCUMENT #

*Carol Moody Brown*

62461/35  
/c

35.00

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CAROL MOSELEY BRAUN  
RECORDER OF DEEDS / REGISTRAR OF TOWNSHIP TITLES  
COOK COUNTY, ILLINOIS

CERTIFIED COPY

OF A

TO

Document No. \_\_\_\_\_

Record Book No. \_\_\_\_\_

Page \_\_\_\_\_

118 NORTH CLARK STREET • CHICAGO, ILLINOIS 60602-1347 • (312) 443-2000

FORM 79