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PREPARED BY:  
DE SHANNA BYRDLONG  
CHICAGO, IL 60603

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

1992 10 12 PM 2:52

92339647

(Space Above This Line for Recording Data)

## MORTGAGE

010072717

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THIS MORTGAGE ("Security Instrument") is given on APRIL 9, 1992. The mortgagor is TETSUO MATSUDA AND FUMIKO MATSUDA, 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 ONE HUNDRED THIRTY FOUR THOUSAND FOUR HUNDRED AND 00/100.

Dollars U.S. \$ 134,400.00). 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 MAY 1, 2007. 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  
LOTS 3 AND 4 IN BLOCK 5 IN A. A. LEWIS DEMPSTER TERMINAL  
RIDGE SUBDIVISION IN THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 41  
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

10-16-329-033

10-16-329-034

which has the address of 8850 NORTH LARAMIE AVENUE  
(Street)

SKOKIE, Illinois 60077  
(City) (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.

ILLINOIS - Single Family  
MB-284 Rev. 7/91 14884

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#### **Explaining the Payments**

4. CHARGES; LENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts

### 3. APPLICATION OF PAYMENTS. Unless otherwise law provides otherwise, all payments made by holder under paragraphs 1 and 2 shall be applied first, to any payment charges due under the Note; second, to amounts payable under paragraph 2; and any sums payable by debtor or lessor in accordance with the provisions of paragraph 1 and 2 shall be applied third, to interest, to premium, to interest due, fourth, to principal due, fifth, to any late charges due under the Note.

Lamda's and Schröder's coverings and algorithms under this paradigm are subject to applications like touch

Lender shall apply the Funds to pay the Escrow Llams when due. Lender shall give to Borrower an annual accounting of the Escrow Account, showing credits and debits to the Escrow Account and the purpose of which each debit from the Escrow Account was made. The Funds in the Escrow Account are pledged to Lender as additional security for all sums secured by this Security Instrument. Upon payment in full of all sums secured by this Security Instrument, Lender shall refund to Borrower any Funds held by Lender. Such refund shall be made within 30 days of Borrower's payment of all sums secured by this Security Instrument. Such refund shall be made within 30 days of the time of acquisition of real estate against this sum as secured by this Security Instrument.

Lender shall annually audit the Escrow Account to determine the adequacy of the monthly Funds being collected for each Escrow Item; at its option Lender may analyze the Escrow Account more frequently. Lender shall estimate the amount of Funds needed to pay Escrow Items; to pay future Escrow Items when due, on the basis of: (i) current data, including anticipated distribution dates for each Escrow Item; (ii) reasonable estimates of anticipated use of future Escrow Items; (iii) the time interval between disbursements for each Escrow Item; and (iv) the amount of Funds in the Escrow Account for each Escrow Item at the time Lender analyzes it; Escrow Account, Lender and Borrower agree that Lender's estimate of the amount of Funds needed in the Escrow Account is an approximation calculation. At any time if the amount of Funds in the Escrow Account for each Escrow Item payable to Lender exceeds the amount of the defilement to pay each Escrow Item due, Lender may notify Borrower in writing and may require Borrower to pay Lender the amount of the defilement to pay each Escrow Item when due, Lender shall be in default if, after receipt of notice from Lender, Borrower fails to timely pay Lender the amount of the defilement. At Lender's option defilement, Borrower may repay any deficiency in no more than 12 monthly payments. If Lender's Escrow Account analysis indicates that it will exceed the amount of funds available to pay Escrow Accounts in the Funds in addition to pay Escrow Items when due, Lender shall refund any such excess to Borrower within 30 days of the Escrow Account statement to pay Escrow Items when due, Lender may require Borrower to initial all in the Escrow Account until all funds not to exceed \$ monthly escrow payment.

**2. FUNDS FOR TAXES AND INSURANCE.** Bowdowen shall pay to Landers on the day monthly payments are due under this Note, until the Note is paid in full, a sum ("Fundue") equal to Landers' estimate, as described below, of the amount of taxes and type of yearly assessments which may attain definiteness over this quarterly interval; (b) one-twelfth of the yearly insurance premiums, if any; (c) one-twelfth of the yearly hazard of property insurance premiums, if any; (d) one-twelfth of the yearly liability of ground rents on the property; (e) one-twelfth of the yearly insurance premiums paid by Borrower to Landers, whether now or in the future, in connection with any similar items which are commonly paid by Borrower to Landers, whether now or in the future, in accordance with the terms described in (a) - (f) above, all of them "Fees or Items".

Notes  
d) In the event of default on the debt evidenced by the Note and any prepayment and late charges due under the Note, the Company shall immediately pay to the Holder the amount of such prepayment plus interest thereon at the rate of 12% per annum.

**UNIFORM COVENANTS.** Definition and Leader covenants and degree as follows:

**THIS SECURITY AGREEMENT** (hereinafter referred to as "the Agreement") is made and entered into this 1<sup>st</sup> day of January, 2008, by and between John Doe, a single man, residing at 123 Main Street, Anytown, USA (hereinafter referred to as "Borrower"), and Bank of America, N.A., a national bank, having its principal place of business at 1234 Wall Street, New York, NY 10005 (hereinafter referred to as "Lender").

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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 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.

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 those 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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8. MORTGAGE INSURANCE. If Lender requires a mortgagage insurance as a condition of making the loan secured by this instrument, Borrower shall pay the premium required to maintain the mortgagage insurance in effect, if at any time Borrower fails to do so, in effect, Borrower shall pay the premium required to maintain the mortgagage insurance in effect, if Lender approves each month a sum equal to one-twelfth of the yearly mortgagage insurance premium paid by Borrower when insurance lapses or ceases to be in effect. Lender will accept, use and retain these payments as a cost of insurance in lieu of mortgagage insurance coverage in the amount of the monthly premium paid by Borrower. Lender agrees to do all that may be necessary to maintain mortgagage insurance coverage in the amount of the monthly premium paid by Borrower until the date of payment of the principal balance of the note, or until the date of sale or transfer of the property, or for conveyance in lieu of condemnation, or for recovery of damages, or for award of claim for damages, direct or consequential, in connection with any provision of this 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 greater than the amount of the proceeds received by Lender, the difference between the fair market value before the taking and the amount of the proceeds received by Lender shall be paid to Lender.

9. INSPECTION. Lender or its agent may make reasonable entries upon and inspect any part of the property, or for conveyance in lieu of condemnation, or for recovery of damages, direct or consequential, in connection with any provision of this 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 greater than the amount of the proceeds received by Lender, the difference between the fair market value before the taking and the amount of the proceeds received by Lender shall be paid to Lender.

10. CONDEMNATION. To the limit of or prior to an inspection specifically causing a cause for the condemnation, Lender shall be liable for any award of any proceeding to claim for damages, direct or consequential, in connection with any provision of this instrument, whether or not then due, with any excess paid to Borrower, or for conveyance in lieu of condemnation, or for recovery of damages, direct or consequential, in connection with any provision of this instrument, whether or not then due.

11. BORROWER NOT RELEASED; FORBIDDLING PAYMENTS TO LENDER NOT A WAIVER. Except as to the amount of such payments, Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or terminate at or after the date of maturity of the note or at any other time, except as provided in paragraph 11, or as otherwise agreed by Lender and Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after notice is given, Lender is authorized to collect the sums secured by this Security instrument or any right or remedy given, Lender shall not be liable for any damage resulting from the exercise of such rights.

12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The organization 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 instruments and agreements shall be joint and several. Any Borrower who signs this Security instrument but does not execute this Note, (a) is co-signing this Security instrument only to satisfy this Security instrument under the terms of this Note, and (b) is not liable to pay the principal, interest or any other charges, fees or expenses of this Note.

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13. 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 limits, 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 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.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery or by sending it by (i) first class mail postage prepaid, or (ii) prepaid overnight delivery service, or (iii) any similar common or 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 or Lender when given as provided in this paragraph.

15. SEVERABILITY. 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.

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

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.

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 remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. 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 earlier of: (a) 5 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. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) 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 obligations 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.

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.

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.

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.

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Notary Public

NOTARY PUBLIC IN THE STATE OF CALIFORNIA

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, and I further declare that I am this day in person, and acknowledge that I, **THE**, signed and delivered the said instrument at **THEIR** place and

1. *To whom it may concern,*  
hereby certify that TETSUO MATSUDA AND YUMIKO MATSUADA,  
, a married couple in and for said county and state do

County 58:

STATE OF ILLINOIS, COOK

—HORROR—  
((S4))

JOURNAL

-Dorothy  
[Signature]

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BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND  
IN ANY CLAUSES EXECUTED BY BORROWER AND RECORDED WITH IT.