

# UNOFFICIAL COPY

CITIBANK

This instrument was prepared by:

PRISCILLA CURTIS

080-AU

## MORTGAGE

CHICAGO, IL 60603

(Address)

92383565

019077214

THIS MORTGAGE is made this 27<sup>TH</sup> day of MAY 1992, between the Mortgagor,  
JOSE RODRIGUEZ AKA JOSE RODRIGUEZ, JR.  
AND SARAH ONTIVEROS RODRIGUEZ, HIS WIFE

(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. \$ 17,300.00, which  
indebtedness is evidenced by Borrower's note dated MAY 27, 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 JULY 1, 1997;

TO SECURE the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of  
all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the  
performance of the covenants and agreements 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 8 (EXCEPT THE NORTH 20 FEET THEREOF), LOT 9 AND THE NORTH 10  
FEET OF LOT 10 IN BLOCK 1 IN RUSSELL'S SUBDIVISION OF THAT PART  
EAST OF THE RIVER OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 37  
NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN.

John the 27<sup>th</sup> day of May, 1992, in the County of Cook, State of Illinois, the undersigned, John Rodriguez, do hereby mortgage, grant and convey to the Lender, the property described above, situated in the County of Cook, State of Illinois, being more particularly described as follows:

Lot 8 (except the north 20 feet thereof), Lot 9 and the north 10 feet of Lot 10 in Block 1 in Russell's Subdivision of that part east of the River of the South 1/2 of Section 18, Township 37 North, Range 15, East of the Third Principal Meridian, all of which is more particularly described in the Deed of Record, recorded in the Office of the Clerk of the Circuit Court of Cook County, State of Illinois, on May 27, 1992, in Book 11, page 111, Deed No. 26-18-407-054.

The property described above is more particularly described in the Deed of Record, recorded in the Office of the Clerk of the Circuit Court of Cook County, State of Illinois, on May 27, 1992, in Book 11, page 111, Deed No. 26-18-407-054.

which has the address of 11020 SOUTH AVENUE O, CHICAGO  
(Street) (City)  
Illinois 60617 (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

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**9. CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking of the Property, or part thereof, or for conversion, or for mortgage, deed of trust or other security agreement, shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**7. PROTECTION OF LENDER'S SECURITY** If Borrower fails to perform the conditions of the loan documents or if there is a material breach of any of the terms of the loan documents, Lender, at Lender's option, may make such action as is necessary to protect Lender's interest in the property, then mortgagee, or if any action is proceeding against Lender, which may include suits in equity, then Lender, at Lender's option, upon whom notice to Borrower, may make such appearance as Lender deems necessary to protect Lender's interest in the property, then a condition of making the loan secured by this mortgage, Borrower shall pay the premium's incurred to maintain such insurance in full such time as the requirement for such insurance terminates in accord with Borrower's and Lender's written agreement or applicable law.

**DEVELOPMENTS.** Borrower shall keep the Property in good repair at all times and permit maintenance, repair, alterations, additions, removals, demolitions, substitutions, improvements, and other developments in the Property as may be necessary or desirable in the judgment of the Lender.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals if, therefore, subject to the terms of any mortgage, deed of trust or other security agreement with which this mortgage is made.

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.

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.

If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the property or to the sum secured by this Mortgage.

6. PRESERVATION AND MAINTENANCE OF PROPERTY. CONDOMINIUMS. PLANNED UNIT

**5. HAZARD DISJUNCTURE:** Boundary shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as lender may require and in such amounts and for such periods as lender may require.

**Under any mortgage, if credit is given to the holder, security agreement will be made with a lien which has priority over this mortgage, including Borrowers' covenants to make payments when due. Borrower shall pay all taxes, assessments and other charges, and if times or payment of ground rent is late, shall keep the improvements now existing or hereafter erected on the Property.**

(elaborator pays Funds to Lender, the Funds shall be held in an institution the deposits of accounts of which are insured by a Federal or state agency including Lender if such an institution. Lender shall apply the Funds to pay said taxes, assessments, and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying said compilings said assessments and bills, unless Lender pays Borrower interest on the Funds and applies law permits Lender to make such a charge. Borrower and Lender may agree in writing that time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or barings on the Funds. Lender shall give to Borrower, without accounting of the Funds showing interest and debts to the Funds and the process fee, which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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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 recordation 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.

THIS MORTGAGE AND THE DEED OF TRUST CONTAINING THE SAME ARE SUBJECT TO RECORDING AND INDEXING PURSUANT TO THE RECORDING ACT OF THE STATE OF CALIFORNIA.

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**RECORD AND RETURN TO:** (specify Below This Line Reserved for Letter and Recorder) **CITIBANK, FEDERAL SAVINGS BANK**

Proprietary

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A rectangular notary seal with a black border containing white text. The text reads:

JANEICE K. EULNER  
NOTARY PUBLIC, STATE OF ILLINOIS  
No. N20293  
Commission Expires 12-31-2023

Given under my hand and official seal, this 27TH day of MAY 1992

INSTRUMENT IN HIS/HER NAME VOLUNTARILY EXECUTED FOR THE USE AND PURPOSES THEREIN SET FORTH  
INSTRUMENT APPROVED BEFORE ME THIS DAY IN PERSON, AND ACTUALLY WITNESSED BY ME THAT HIS/HER  
SUBSCRIBED TO, THE FOREGOING  
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON AS THOSE NAMES  
SIGNED AND DELIVERED THE SAI

AND SARAH ONTIVEROS RODRIGUEZ

*JOSÉ RODRIGUEZ, AKA JOSE RODRIGUEZ, JR.*

I, José Rodriguez, a Notary Public in and for said County and State, do hereby certify that

County of Cook, State of Illinois

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

**MORTGAGES OR DEEDS OF TRUST  
AND FORECLOSURE UNDER SUPERIOR  
REDEEMST FOR NON-LOCATED PROPERTY**

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to act 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 costs of the Property and collection of rents, including, but not limited to, receivers' 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.

20. RELEASE: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. WAIVER OF HOMESTEAD: Borrower hereby waives all right of homestead exemption in the Property.