

PREPARED BY:
DPS, INC.
PALOS HEIGHTS, IL 60463

UNOFFICIAL COPY

93364913

RECORD AND RETURN TO:
CITIBANK, FEDERAL SAVINGS BANK MAY 14 AM 11:50
P.O. BOX 790021
ST. LOUIS, MO 63179-0021

93364913

COOK COUNTY, ILLINOIS
FILED FOR RECORD

MORTGAGE

0002347922

31/81

THIS MORTGAGE ("Security Instrument") is given on MAY 1, 1993. The mortgagor is
NANCY L. HIESTAND. ~~MMARRIEDXXMARRYINGXNEYERxBORNxMARRIEDx~~
DIVORCED, NOT SINCE REMARRIED.

(Borrower). This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 180 GRAND AVENUE, OAKLAND, CALIFORNIA 94612 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SEVENTY FIVE THOUSAND AND 00/100.

Dollars (U.S. \$ 175,000.00). 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 JUNE 1, 2008. 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

THE NORTH 12.5 FEET OF LOT 22 AND THE SOUTH 25 FEET OF LOT 23 IN GAFFIELD'S SUBDIVISION OF THE EAST 512 FEET OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO: 11-07-122-014-0000

which has the address of 2137 SHERMAN AVENUE

(Street)

EVANSTON

(City)

, Illinois 60201

(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. 7/81 1986

Box 333

93364913

UNOFFICIAL COPY

DPS 1643

Page 2 of 6

MD-264 Rev. 7/91 1986

evidencing the payments.

4. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions distributable to the property which may attain priority over this Security instrument, and leasehold payments of 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 of the payment of mortgage insurance premiums; third, to interest due; fourth, to principal due; in lieu of the payment of mortgage insurance premiums; fifth, to any prepayment charges due under this Note; second, to amounts payable under paragraph 2; and any sums payable by Borrower to Lender in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums; sixth, to any taxes, assessments, charges due under this Note; and last, to any late charges due under the Note.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under this Note shall be applied first, to any prepayment charges due under this Note; second, to amounts payable under paragraphs 1 and 2 shall be applied; third, to any taxes, assessments, charges due under this Note; and last, to any late charges due under the Note.

Lender's and Borrower's covenants and agreements under this paragraph 2 are subject to application state and federal laws. In addition to the sums secured by this Security instrument, to the payment of all sums advanced by Lender at the time of acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as credit to the acquisition or sale of the Property, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior sums secured by this Security instrument, such refund shall be made within 30 days of Borrower's payment of all refund to Borrower any funds held by Lender. Such refund shall be made within 30 days of Borrower's payment for all sums secured by this Security instrument. Upon payment in full of all sums advanced by this Security instrument, Lender shall Escrow Account was made. The Funds in the Escrow Account are pledged to Lender as additional security for all sums Escrow Account was made. The Funds in the Escrow Account and the purpose for which each debt from the Escrow Account, showing credits and debits to the Escrow Account and the purpose for which each debt from the Escrow Account was made. The Funds when due. Lender shall apply the Funds to pay the Escrow items when due. Lender shall accounting of Lender shall apply the Funds to pay the Escrow items when due. Lender shall accounting of Lender's and Borrower's covenants and agreements under this Note.

Borrower shall account for each Escrow item will not exceed 2 months monthly escrow payments. In addition to the Funds when due, Lender may require Borrower to maintain in the Escrow Account an additional sufficient to pay Escrow items when due, Lender shall refund any such excess to Borrower within 30 days of the Escrow Account will be analyzed. In addition to the Funds estimated as described above, and to ensure that the Funds in the Escrow Account will be each future Escrow item when due, Lender shall refund the amount Lender estimates is needed to pay indicates that the Funds in the Escrow Account for each Escrow item exceed the amount Lender estimates is needed to pay after receipt of notice from Lender, Borrower fails to timely pay Lender the amount of the defilement. At Lender's sole discretion, Borrower may repay any deficiency in no more than 12 monthly payments. If Lender's Escrow Account analysis after receipt of notice from Lender, Borrower shall be in default if, Borrower in writing and may require Borrower to pay Lender the amount of the defilement. Borrower shall be in default if, the Escrow Account for each Escrow item will not be sufficient to pay each Escrow item when due, Lender may notify the amount of Funds needed in the Escrow Account is an approximate calculation. At any time if the amount of Funds in each Escrow item, at the time Lender has an Escrow Account, Lender and Borrower agree that Lender's estimate of each Escrow item between disbursements, or each Escrow item, and Borrower agrees that Lender's estimate for (iii) the time interval between disbursements, or each Escrow item; and (iv) the amount of Funds in the Escrow Account for the anticipated disbursement dates for each Escrow item; (ii) reasonable estimates of expenditures of future Escrow items; the funds needed in the Escrow Account to pay future Escrow items when due, on the basis of: (i) current date, including each Escrow item; at its option Lender may analyze the Escrow more frequently. Lender shall estimate the amount of Funds needed in the Escrow Account to determine the adequacy of the monthly Funds being collected for the Funds.

Lender shall annually analyze the Escrow Account to determine the adequacy of the monthly Funds being collected for the Funds. The Funds shall be placed in an account ("Escrow Account") at an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender) to pay Lender the amount of the monthly Funds being collected for the Funds. The items described in (a) - (f) are called "Escrow Items". Secured debt. The items are commonly paid by borrowers to Lender, whether now or in the future, in connection with a note, and Lender may require Borrower to pay a one-time charge to establish a real estate tax reporting service used or items, and Lender may charge Borrower for holding and applying the Funds, analyzing the Escrow Account and verifying the Escrow account may need to pay Lender is such an institution or at any Federal Home Loan Bank. Note, until the Note is paid in full, a sum ("Funds"), equal to Lender's estimate of the monthly Funds being collected for Note, the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. PAYMENT OF PRINCIPAL AND INTEREST, PREPAYMENT LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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

UNOFFICIAL COPY

002347922

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 restate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and paying fees for periodic inspections of the Property. In addition to these actions Lender may enter on the Property to make repairs, change locks, replace or board-up doors and windows, drain pipes, eliminate building code violations or dangerous conditions, turn utilities on or off, or undertake whatever else is necessary to protect the value of the Property and Lender's rights in the Property. Although Lender may take action under this paragraph 7, Lender does not have to do so.

97864913

UNOFFICIAL COPY

If the Property is abandoned by Borrower, or if, after notice 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 notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender is entitled to principal, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment of otherwise modifiable amortization of the sums secured by this Security Instrument to any successor in interest does not operate to release the liability of the original Borrower, successor in interest, or any otherwise modifiable amortization of the sums secured by this Security Instrument by Lender in exercise of any right of remedy by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercise of any right of remedy shall not be a waiver of or preclude the exercise of any right of remedy.

Modifications of any of Borrower's or Lender's covenants or agreements under this Security Instrument or the Note (i) act as a satisfaction, release or novation, (ii) change or impair Lender's security interest or lien priority in the property, (iii) affect Lender's rights to prohibit or restrict future modifications requested by Borrower, or (iv) affect Lender's rights or remedies under this Security Instrument or the Note.

12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, (a) is co-signing this Security Instrument only to mortgagage, grant and convey that Borrower's interest in the Property under the terms of this instrument, (b) is not personally obligated to pay the sums secured by this Security instrument, and (c) agrees that Lender may offer any other personalty or realty to satisfy the obligations of Borrower under this instrument.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. In addition, subject to applicable law, Borrower agrees to pay Lender interest at the Note rate on all

UNOFFICIAL COPY

0002347922

CT6464913

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.

UNOFFICIAL COPY

4781 SdD

PAGE SIX

ME-264 Rev. 7/91 14964

Personal liability known to me to be the same persons(s), whose names(s) subordinated to the foregoing instrument before this day in person, and acknowledged that HE/SHE signed and delivered the said instrument as HIS/HER free and

1. *Q1/22-1962*
hereby certify that NANCY L. HESTAND, ~~NANCY L. HESTAND~~, DIVORCED, NOT SINCE REMARRIED
, a Notary Public in and for said County and State do

Geiger & Coen hec

STATE OF ILLINOIS.

३३३३३३

-Bottom
-(S&A))

-Bottower
(S6AII)

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

23. WAIVER OF HOME'S, EAD, BORROWER WARRIES ALL RIGHTS OF HOMESTEAD EXEMPTION IN THE PROPERTY.

24. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

Instrument Rider Random Number Rider Adjustable Rate Assumption Rider
 Graduated Payment Rider Planned Unit Development Rider Fixed Rate Assumption Rider
 Ballroom Rider 1-6 Family Rider Second Home Rider
 Other(s) (Specify) _____

21. ACCCELERATION; REMEDIES. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (d) that this Security Instrument, foreclosure by judicial proceeding and sale of the sums secured by it, or any other remedy available to Lender to cure the default or before the date the notice is given to Borrower, may result in acceleration of the sums secured by it. Not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, Lender may exercise its rights under this paragraph 22.

22. RELEASE. Lender shall pay a reasonable fee for the preparation of the release instrument. Subj ect to applicable law, Borrower shall pay a reasonable fee for the preparation of the release document.

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

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammables or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.