CMI

P.O. BOX 790002

63179-0002

ST. LOUIS, MO 155887

PREPARED BY: ARLISHER CRUMP WHEN RECORDED, RETURN TO:

RELEASE OF MORTGAGE BY CORPORATION:

KNOW ALL, MEN BY THESE PRESENTS, THAT CITICORP MORTGAGE, INC., ATTORNEY IN FACT FOR CITIBANK, FSB, F/K/A CITICORP SAVINGS OF ILLINOIS, AS SUCCESSOR IN INTEREST TO FIRST FEDERAL SAVINGS AND LOAN OF CHICAGO, A CORPORATION EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE, HAVING ITS PRINCIPAL OFFICE AT 670 MASON RIDGE CENTER DRIVE, ST. LOUIS, MO 63141, AND IN CONSIDERATION OF THE PAYMENT OF THE INDEBTEDNESS SECURED BY THE MORTGAGE DEED N/A HEREIN AFTERMENTIONED, AND THE CANCELLATION OF THE OBLIGATION THEREBY SECURED, AND OF THE SUM OF ONE DOLLAR, THE RECEIPT WHEREOF IS HEREBY SECURED, AND OF THE SUM OF ONE DOLLAR, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DOES HEREBY REMISE, CONVEY AND QUIT CLAIM UNTO MARIO ROJO AND AND C 'COO, HIS WIFE OF THE COUNTY OF COOK AND THE STATE OF ILLINOIS, ALL RIGHTS, TIPLE, INTEREST, CLAIM OR DEMAND WHATSOEVER IT MAY HAVE ACQUIRED IN, THROUGH OF BY A CERTAIN MORTGAGE DEED N/A BEARING THE DATE OCTOBER 26, 1978, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, IN THE STATE OF ILLINOIS, IN BOOK N/A OF THE RECORDS, ON PAGE N/A, AS DOCUMENT NO. 24660212, AND THE ASSIGNATION OF RENTS IN BOOK N/A OF RECORDS, ON PAGE N/A, AS DOCUMENT NO. N/A, TO THE LARMISE THEREIN DESCRIBED AS FOLLOWS, TO-WIT:

LOT 15 IN BLOCK 28 IN CIRCUIT COURT PARTITION OF THE SOUTH EAST QUARTER OF SECTION 31, TOWNSH P 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS IN COOK COUNTY, ILLINOIS

TAX IDENTIFICATION # 213141 FC24 COMMONLY KNOWN AS: 8534 S MUSKEGON CHICAGO, IL

T#2222 TRAN 3206 06/07/94 09:31:00 \$2284 \$ KB #-94-503241

COOK COUNTY RECORDER

DEPT-01 RECORDING

60617-2547 THIS RELEASE IS MADE, EXECUTED AND DELIVERED PURSUANT TO AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID CORPORATION.

IN TESTIMONY WHEREOF, THE SAID CITICORP MORTGAGE, INC., ATTORNEY-IN-FACT FOR CITIBANK, FSB, F/K/A CITICORP CAUTINGS OF ILLINOIS, AS SUCCESSOR IN INTEREST TO FIRST FEDERAL SAVINGS A TO LOAN OF CHICAGO, HAS CAUSED ITS CORPORATE SEAL TO HERETO BE AFFIXED, AND HAS CAUSED ITS NAME TO BE SIGNED TO THESE PRESENTS BY ITS ASSISTANT SECRETARY OF A PRIL 15, 1994.

CITICORP MORTGAGE, INC., ATTORNEY ON GOOD, FOR CITIGANK, SAVINGS OF ILLINOIS, AS SUCCESSION IN THE STATE OF THE FIRST FCR CITTANK, FSB, F/K/A CITICORP FEDERAL SAVINGS AND LOAN OF CHICAGO.

CROBATA BYO ARSHA A. POVECSI SSISTANT SE DETARY

STATE OF MISSOURI

) ss

COUNTY OF ST. LOUIS)

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID DOES CERTING THAT MARSHA A. KOVECSI PERSONALLY KNOWN TO ME TO BE THE ASSISTANT SECRETARY OF CITICORY MORTGAGE, INC., ATTOR MY IN-FACT FOR CITICARY, FEB., F/K/A CITICORY BAVINGS OF ILLIBOIS, AS SUCCESSOR IN INTEREST TO FIRST FEDERAL SAVING. OR CHICAGO, WHOSE NAME IS SUBSCRIED TO THE FORECOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT AS SUCH ASSISTANT SECRETARY OF SAID CORPORATION, AND DELIVERED THE SAID INSTRUMENT OF WRITING AS ASSISTANT SECRETARY OF SAID CORPORATION, AND CAUSED THE SEAL OF SAID CORPORATION TO BE AFFIXED THERETO FURSUANT TO AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID CORPORATION AS HIS/HER FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT, AND DESCRIPTION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL STAL ON APRIL 15, 1994.

D. O'BRIEN

Notary Public - Notary Seal STATE OF MISSOURI

St. Louis County

30/8ie NOTARY PUBLIC

My Commiss Tot 15 in Block 28 in Circuit Court Partition of the South East FILED CLUSTER Of Section 31; Township 33) orth, Range 15 East of the Third Principal Maridian; in Cook County, Illinois. Branch & Berger

MARIO ROSO 8534 S, MUSKEJON Chicaso All 60617



UNOFFICIAL COPY

Property or Cook County Clerk's Office

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JNOFFICIAL CC LOAN NO. 33009016-1

date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

8. Fees, Lender may collect fees and charges authorized by the Secretary.

8. Grounds for Acceleration of Dabt.

- (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require introducte payment in full of all nums secured by this Security Instrument if:
 - (i) Borrower defaults by falling to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by falling, for a period of thirty days, to perform any other obligations contained in this Security instrument.
- (b) Sale Without Cradit Approval. Lender shall, if permitted by applicable law and with the price approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not walve its rights with respect to subsequent events.
- (a) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not puthorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (a)Mortgage Not wire ad. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 9.0 DAYS Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of ull sums secured by this Secretity instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 0 A Y s hom the date hereof, decilining to insure this Security instrument and the note secured thereby, shall by usemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Linder when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- a morgage insurance premium to the Secretary.

 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due inder the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a tump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customery attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon remained by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as it Lender had not required immediate payment in full. However, the poet required to payment in full in articles they are required to payment in full. However, the secures are the corn metre ment of Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security increment.
- 11. Borrower Not Released; Forbearance by Lender Not 2 Walver. Extension of the time of payment or modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in Interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Secility Instrument by reason of any demand made by the original Borrower or Borrower's successors in Interest. Any following the by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signays. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lander and Borrower, subject to the provisions of Paragraph 9.b. 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 mortgage, grant and convey that Borrower's interest in the Property under the terms of his Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by drilivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall or birected to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender in all be given by tirst class mail to Lender's address stated herein or any address Lender designates by notice to Borrows. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender where given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the liurisdiction in which the Property is located. 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 Writch 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 conformed copy of this Security Instrument.
- 18. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property Sorrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower enter the Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive til and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee! for beriefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other eight or remady of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security that rument is paid in full. THA ILLINOIS MORTGAGE FORM

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

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