CITIBANK

JNOFFICIAL COPY

This instrument was prepared b

REALTY REPORTS

Name)

96555644

1210 JEFFERSON ROCHESTER, NY, 14623 (Address)

MORTGAGE

THIS MORTGAGE is movie this 07-12-96, between the Mortgagor, CRAIG LARSEN and DENISE M. LARSEN (herein "Borrower"), and the Mortgagee, CITIBANK FEDERAL SAVINGS RANK a corporation organized and existing under the laws of the United States. Whose address is 500 West Madison Street. Chicago, Illinois 60661 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 73,500.00, which indebtedness is evidenced by Borrower's note dated 07-12-96 and extensions and renewals thereof (h rein "Note"), providing for monthly installments of principal and interest, with the bulance of indebtedness, if not sooner paid, due and payable on 07 17 2206;

DEPT-UI RECORDING

\$31.50

- T#0001 TRAN 4738 07/22/96 11:54:00
- \$0933 \$ TD #-96-555644
- COOK COUNTY RECORDER

TO SECURE to Lender the repayment of the indebtedne a 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 <u>COOK COUNTY</u> State of Illinois:

SEE ATTACHED LEGAL DESCRIPTION

96555644

which has the address of 843 N. LINDEN OAK PARK, IL. 60302-1561 (herein, "Property Address")

AND TILL CROSP, MC. TOGETHER with all the improvements now or hereafter erected on the property, an all essements, 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 2 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:

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.

*Batimate **FORM 3406D**

Page 1 of 5

DPS 858

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Einder 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.

[ELINOIS-HOME IMPROVEMENT-1/80-FNMA/FHLMC UNIFORM INSTRUMENT]

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured of guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the 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 earnings on the Funds. Lender shall give to Borrower, without charge an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly invaliments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more pay net to as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is cold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this two tagge.

Unless applicable in provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage and leasehold payments or ground rents, if any.

SAVARD INSURANCE: Borrower shall keep the improvement now existing or herence, exected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards are Lender may require and in such amounts and for such periods as Lender may require.

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 thereof, subject to the terms of any mortgage, deed of trust or other security agreement, with a lien which has priority over this Mortgage.

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 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 sums secured by this Mortgage.

DEVELOPMENTS. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

Mortgage, or 'f any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 thall require Lender to incur any expense or take any action hereunder.

EXAMPLEATION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other alring of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lieu which has priority over this Mortgage.

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herein contained shall bind, and the rights hereunder shall, were 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 Noie, (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.

NOTICE. Except for any notice required under applicable law to be given in mother 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 are 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 small not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this and 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.

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.

EXAMPLETATION OAN 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.

*Estimate FORM 3406D

UNDEFICIAL

REQUEST FOR NOTICE OF DI	
MORTGAGES OR DEEDS OF	
Borrower and Lender request the holder of any mortgage, deed of trus over this Mortgage to give Notice to Lender, at Lender's address set forth on	t or other encumbrance with a lien which has priority page one of this Mortgage, of any default under the
superior encumbrance and of any sale or other foreclosure action. Li IN WITNESS WHEREOF, Borrower has executed this Mortgage.	Denis M. Lain-
Cray Face	7000
-CRAIG LARSEN	-Denise M. Larsen
-Borrower	-Borrower
) _ V _
I, VICK S Proproce No. , a Notary Public in	County as:
	and for said county and state, do hereby certify that
personally known to me to be the same person(s) whose name(s) instrument, appeared before me this day in person, and ick nowledged that instrument as free voluntary act, for the uses and purposes their	subscribed to the foregoing the signed and delivered the said
Given under my hand and official seal, this 12 ocy of	July 1994
My Commission expiries:	mai
OFFICIAL BEAL VICKI S. BLOMMAERT NOTARY FUBLIC. STATE OF ILLINOIS My Commission Expires Nov. 16, 1999	\$655564.
	96555644

(Space Below This Line Reserved For Lender and Recorder)

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Lot 24 in Block "B" in Carson's Second Addition to Oak Park, being a subdivision of the East 1/2 of Block 1 and all of Blocks 2, 3 and 4 in T. and W. F. Reynold's Columbian Addition to Oak Park a subdivision of Lots 1, 2 and 3 in Circuit Court Partition of the North 1/2 of the Southeast 1/4 of Section 6, and the Northwest 1/4 of the Southwest 1/4 of Section 5, all in Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clark's Office 16-06-401-016

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