

# UNOFFICIAL COPY

PREPARED BY:  
AFTER RECORDING MAIL TO:  
LaSalle Talman Home Mortgage  
Corporation  
4242 N. Harlem Avenue  
Norridge, IL 60634

AP# CITRO, R4677404  
LN# 4677404

DEPT-01 RECORDING \$45.00  
T#0012 TRAN 8505 01/03/96 10:20:00  
#0084 + CG \*-96-005000  
COOK COUNTY RECORDER

96005000

45.00  
B

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 21, 1995. The mortgagor is ROBERT J. CITRONBERG and ERIN K. CITRONBERG, His Wife

("Borrower"). This Security Instrument is given to Prism Mortgage Company, An Illinois Corporation, which is organized and existing under the laws of the State of Illinois, and whose address is 1300 E. Woodfield Rd., Schaumburg, IL 60173 ("Lender"). Borrower owes Lender the principal sum of Two Hundred Sixty Seven Thousand Three Hundred Dollars and no/100 Dollars (U.S. \$ 267,300.00). 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 January 1, 2026. 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:

SEE ATTACHED

17-04-205-018-0000 ,

,  
which has the address of

1430 N. LASALLE UNIT E1 ,  
[STREET]

CHICAGO ,  
[CITY]

Illinois 60610 ("Property Address");  
[ZIP CODE]

ILLINOIS-SINGLE FAMILY- FNMA/FHLMC UNIFORM INSTRUMENT  
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BOX 333-CTI

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2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly flood insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly leasehold payments or ground rents on the Property, if any; (e) yearly insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. If so, Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the Escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and accruing the Escrow items, Lender shall make up the deficiency in no more than twelve months after the funds held by Lender at any time is not sufficient to pay the Escrow items when due. Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after the funds held by Lender at any time is not sufficient to pay the Escrow items when due. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall render to the Lender's sole discretion.

1. Payment of Principal and Interest; Preparation and 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.

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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter erected on 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".

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain 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 evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation 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 the giving of notice.

**5. Hazard or 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, including floods or flooding, for which Lender requires insurance. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if 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.

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- 6. Occupancy, Preservation, Maintenance and Protection of the Property;** Borrower's Loan application; Leaseholds. Borrower shall occupy, establish, and use the Property as 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 if circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any fixture or action of Borrower's security interest in Lenters that in Lenters' good faith provides instrument in arrears resulting from the action of the Property or otherwise affects the security interest of the Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, included in, representations concerning the value of the Property and Lender's rights in the Property do and pay for whatever is necessary to enforce or to enforce laws (regulations), then Lender may do and pay for whatever is necessary to secure Lender's rights in the Property which as a proceeding in bankruptcy, probate, for condemnation or agreement contained in this Security Instrument, or there is a legal proceeding that may significantly affect amounts shall bear interest from the date of disbursement until the Note rate and shall be payable, with secured by this Security Instrument, unless Borrower agrees to other terms of payment, these interests, upon notice from Lender to Borrower requesting payment.
- 7. Protection of Lender's Rights in the Property;** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, unless Lender agrees to the merger in writing. Borrower shall complete, with all the provisions of the lease. If Borrower acquires title to the Property, the Borrower's option to repudiate this Security Interest instrument is on a lesseehold, Lender shall create by a lien which has priority over this Security Interest, appurtenant to the real estate, or fees and entailing of the Property to make repairs. Although Lender may take action reasonable attorney's fees and costs to do so.
- 8. Mortgage Insurance;** If Lender required under this Paragraph 7 shall become additional debt of Borrower to be in effect, Lender shall pay the premium required by Lender to maintain coverage under this mortgage insurance previously in effect, from an alternative mortgage insurer approved by Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premiums being paid by Borrower each month a sum reasonably equivalent to the yearly mortgage insurance premiums less premiums as a loss reserve in lieu of mortgage insurance coverage (in the amount and for periods that Borrower each month a sum reasonably equivalent to the yearly mortgage insurance premiums being paid by Lender, unless Lender reserves a sum to be in effect. Lender will accept, use and retain payment when the insurance coverage based on coverage paid by Borrower which is not available. Borrower shall pay to Lender, if substantial mortality equivalence prevails in effect, from an alternative mortgage insurer approved by Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to equitably to the mortgage insurance previously in effect. At a cost substantially equivalent to the cost to equitably to the mortgage insurance previously in effect, Borrower shall pay the premium required by Lender to maintain coverage under lapses of insurance in effect, if for any reason, the mortgage coverage required by Lender is secured by this Security Instrument, unless Borrower shall pay the premium required to maintain the mortgage secured by this Security Instrument. If Lender required to make the loan cause for the inspection.

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**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security 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 equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender 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 date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for 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 successors 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 Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance 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-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 mortgage, grant and convey that Borrower's Interest in the Property under the terms of this 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. 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 charge under the Note.

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**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 which are otherwise required by applicable law.

**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 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 the address to which payments should be made. The name and address of the new Loan Servicer and the name and address of the new Loan Servicer shall state the name change in accordance with paragraph 14 above and applicable law. The notice will be given written notice 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 be made.

**18. Borrower's Right to Remodel.** If Borrower meets certain conditions, Borrower shall have the right to have emforcement of this Security Instrument 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 the note under this Security Instrument and the Note as it now appears, if no acceleration has occurred; (c) pays all expenses incurred in enforcing this Security Instrument, any other costs of enforcement; (d) causes any default of this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be provided a period of not less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums as are due by this Security Instrument; or (b) entry of a judgment enforcing the note under this Security Instrument, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums as are due 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.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or instrument is exercised by Lender, Lender shall give Borrower notice of the date of this Security instrument to the 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.

**16. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security instrument or the Note contraries 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 the extent provisions of this Security instrument and the Note are declared to be severable, any provision of the Note which can be given effect without the conflicting provision.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be delivered to the Property Address or any other address Borrower designates by notice to Lender. Any notice shall be given to 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.

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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.

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 flammable 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.

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

**21. Acceleration; 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 date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right 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)]

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider   | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider          | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]               | <input type="checkbox"/> IHDA Rider                     |   |

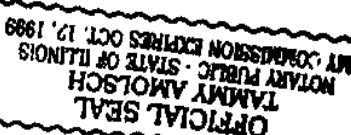
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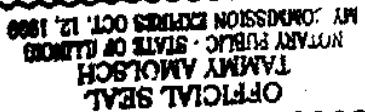
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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT



Address: 4242 North Harlem Avenue  
Nordridge, IL 60534  
Tammy Amolsch  
Notary Public

This instrument was prepared by: Patty Villa



My commission expires:

Given under my hand and official seal, this 21st day of December, 1995.

Personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Notary Public

ROBERT J. CITRONBERG and ERIN K. CITRONBERG  
I, Tammy Amolsch, a Notary Public in and for said county and state do hereby certify that  
County as:

STATE OF ILLINOIS CO. \_\_\_\_\_ (Space Below This Line For Acknowledgment)

BORROWER  
(SEAL)BORROWER  
(SEAL)BORROWER  
(SEAL)BORROWER  
(SEAL)ERIN K. CITRONBERG  
(SEAL)ROBERT J. CITRONBERG  
(SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverments contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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Witnesses:

960/500-86

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Commitment Number: 95-00060

## SCHEDULE C

### PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

UNIT E-1 AND PARKING SPACES G-19 AND G-20 IN THE TERRACES ON LASALLE CONDOMINIUM, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM RECORDED MARCH 28, 1995 AS DOCUMENT NUMBER 95208441, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE NORTH 1/2 OF THE EAST 1/2 OF THAT PART WEST OF LASALLE STREET OF LOT 117 IN BRONSON'S ADDITION TO CHICAGO, (EXCEPT THAT PART LYING BETWEEN THE WEST LINE OF NORTH LASALLE STREET AND A LINE 14 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH LASALLE STREET CONVEYED TO THE CITY OF CHICAGO BY DOCUMENT RECORDED NOVEMBER 21, 1930 AS DOCUMENT 1079555), ALSO THE NORTH 15 FEET OF THE EAST 172 FEET OF LOT 2 IN THE COUNTY CLERK'S RESUBDIVISION OF LOT 117 IN BRONSON'S ADDITION TO CHICAGO (EXCEPT THAT PART OF THE NORTH 15 FEET OF THE SUBDIVISION OF LOT 2 IN COUNTY CLERK'S DIVISION OF LOT 117 OF BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE WEST LINE OF NORTH LASALLE STREET AND A LINE 14 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH LASALLE STREET CONVEYED TO THE CITY OF CHICAGO BY DOCUMENT RECORDED NOVEMBER 21, 1930 AS DOCUMENT NUMBER 1079555), ALL IN COOK COUNTY, ILLINOIS.

95-00060  
Cook County Clerk's Office

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Property of Cook County Clerk's Office

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AP# CITRO,R4677404

LN# 4677404

## ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21st day of December, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Prism Mortgage Company, An Illinois Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1430 N. LASALLE UNIT E1,CHICAGO, IL 60610  
(PROPERTY ADDRESS)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.8750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of January, 1999, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three / Quarters percentage points (2.7500 %) to the Current Index.

The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.8750 % or less than 4.8750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.8750 %.

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150/CRIO//0494/3111(0365)-L PAGE 2 OF 2 FORM 3111 3/66  
MULTISTATE ADJUSTABLE RATE RIDER-ARM S-2-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

[Sign Original Only]

BORROWER  
\_\_\_\_\_  
(SEAL)

BORROWER  
\_\_\_\_\_  
(SEAL)

ERIN K. CITRONBERG  
\_\_\_\_\_  
(SEAL)

ROBERT J. CITRONBERG  
\_\_\_\_\_  
(SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in Pages 1  
and 2 of this Adjustable Rate Rider.

Borrower notices the option to require immediate payment in full. 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  
demands on Borrower.

Borrower will continue to be obligated under this Note and this Security instrument unless Lender  
keeps all the promises and agreements made in the Note and in this Security instrument.

Lender assumes that's acceptable to Lender and that obligates the transferee to  
conditions to Lender's consent to the loan assumption. Lender may also require the transferee to  
sign an assumption agreement that's acceptable to Lender and that obligates the transferee to  
keep all the promises and agreements made in the Note and in this Security instrument.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a  
Lender.

That the risk of a breach of any covenant or agreement in this Security instrument is acceptable to  
Lender, reasonably determines as a new loan were being made to the transferee; and (b) Lender  
intended transferee to be submitted to Lender information required by Lender to evaluate the  
(a) Borrower causes to be dated of this Security instrument. Lender also shall not exercise this option if:  
federal law as of the date of this Security instrument. Lender shall not be prohibited by  
instrument. However, this option shall not be exercised by Lender if exercise is prohibited by  
may, as a solution, require immediate payment in full of all sums secured by this Security  
transferred and Borrower is not a natural person) without Lender's prior written consent. Lender  
proceeds or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or  
transferred or any interest in it is sold or transferred, if all or any part of the  
Uniform Covenant 17 of the Security instrument is amended to read as follows:

## B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount  
of my monthly payment before the effective date of any change. The notice will include information  
requested by law to be given me and also the title and telephone number of a person who will answer any  
question I may have regarding the notice.

My new interest rate will become effective on each Change Date. I will pay the amount of my new  
monthly payment beginning on the first monthly payment date after the Change Date until the amount of  
my monthly payment begins again.  
(E) Effective Date of Changes  
(F) Notice of Changes

LN# 4677404

AP# CIR0,R4677404

# UNOFFICIAL COPY

LOAN NO. 4677404

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 21st day of December, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Prism Mortgage Company, An Illinois Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1430 N. LASALLE UNIT E1, CHICAGO, IL 60610  
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

THE TERRACES ON LASALLE

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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MULTISTATE CONDOMINIUM RIDER-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
FORM 3140 9/90  
Revised 8/91  
IS/C/CRIB-//0392/3140(09-90)-L  
PAGE 2 OF 2

96005000

Borrower  
(Seal) \_\_\_\_\_  
  
Borrower  
(Seal) \_\_\_\_\_

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

- F. Remedies. If Borrower does not pay Condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.
- (v) Any action which would have the effect of rendering the public liability insurance coverage unmarketable by the Owners Association unacceptable to Lender.
- (vi) Any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender.
- (vii) Termination of professional management and assumption of self-management of the Owners Association, or
- (viii) termination of any amendment to any provision of the Constituent Documents if the provision is for the taking by condominium or eminent domain.
- (i) The abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a written consent, either partial or subdivision the Project or consent to:
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Project or consent to:

LOAN NO. 4677404