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Children No. 8506000213 CMI/DOC COLLECTION P.O. BOX 790021

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	MORTGAGE	73
THIS MORTGACE ("Security Instrument") is The mortgagor is 40 th VELAZQUEZ AND MRIA	given on DECEMBER 20, 1995 M VELAZQUEZ, HUSBAND AND W	OFE
("Borrower"). This Security It strument is given to which is organized and existing uncon the laws of	CITIBANK, F.S.B. THE UNITED STATES OF AMERIC	offenterioring and procedurately space consistent and accommunity and accommunity and accommunity procedures and accommunity accommunity and accommunity and accommunity and accommunity accommunity and accommunity accommunity and accommunity accommunity accommunity and accommunity accommunity and accommunity accommunity accommunity and accommunity accommunity accommunity accommunity accommunity and accommunity a
and whose address is 12956 N 271H OUTER Borrower owes Londor the principal su n of One h	FORTY DRIVE ST. LOUIS, MISSOU	IRI 63141- ("Lender").
Dollars (U.S. \$ 127,300,00) Security Instrument ("Note"), which provides fur me JANUARY 1, 2026 of the debt evidenced by the Note, with interest, at all other sums, with interest, advanced under performance of Berrower's covenants and agree Berrower date hereby mortgage, grant and converged to the County of the North Chicago, Being a subdivision of the North Section 21, Township 40 North, Range 13, MERIDIAN, IN COOK COUNTY, ILLINOIS.	This debt is evidenced by Borro unthly payments, with the full debt, This Security Instrument all renewals, extensions and monagra in 7 to protect the security learned under the Security Instruments under the following describe County, Illinois: GRAYLAND PARK ADDITION TO THE NORTHEAST 1/4 OF	wer's note dated the same date as this if not paid earlier, due and payable on it secures to Lender: (a) the repayment odifications of the Note; (b) the payment of this Security Instrument; and (c) the nent and the Note. For this purpose, d property located in
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	ATTORNEYS' I	NATIONAL WORK
	INUI	O (City)
Zip Gode ILLINOIS - Sirvato Family - Fannie Mas/Freddie M	iaily Alidioss"); fac UNIFORM INSTRUMENT	Inklinis W/90
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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtanances, just 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 select of the estate hereby conveyed and has the right to impriting an anti-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 en-Combrances of record.

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.

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

- 1. Payment of Principal and Interest; Prepayment 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.
- 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 assertance its which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground reats on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provinces of paragraph 8, in fleu of the payment of mortgage insurance premiums. Those items are called "Escrow Items." Lender may at any time, collect and hold Funds in an amount not to exceed the maximum amount a fender for a fuderally related marriage foan may require for Borrower's escrow account under the foderal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 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 lessor amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of tutule 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 priys Eorrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require porrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with mile loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 mare. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. This amount of 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 deliciency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly round to Dorrower any Funds hold by Lender. It, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale as a credit surfact the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable taw 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; Liena. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasahold 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.

Borgower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a)

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dgrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in food faith the ilen 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 established by to Lender fishbordinating 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 entirely 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 lire, 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 withhold. 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 funder 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 and lumb 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 Londa, 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 recognically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums necessary to the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not enswer 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 Londor and Borrower otherwise rigno in writing, any application of processes 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 Lending Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquirition shall plass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquirition.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. florrower 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 your after the date of occupancy, unless Lender otherwise agrees in witting, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are bayond Borlows'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 forfulture at the Property or atherwise materially impair the lien created by the Socurity Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precluded to deliver of the Borrower's interest in the Property or other material impairment of the flen created by this Security first intent or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave mrastally false or inaccurate information or statements to Lender (or falled to provide Lander with any material information) in connection with the ionn 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 leasuhold, florrower shall comply with all the provisions of the lease. If Burrower acquires lee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lander's Rights in the Property. If Borrower Inits to perform the coverants 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' less and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any, appoints disbursed by Lender under this paragraph 7 shall become additional debt of Borrower sec	Ured .	by	/ 1	hlt
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Security Instrument. Unless Borrower and Lerider 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.

- 8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiume required to maintain the mortgage insurance in effect. If, for any Creason, the mortgage insurance coverage required by Lender lapses or deases to be in effect, Borrower shall pay the premiume required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance accordance by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender each month a sum equal to the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Sorrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
 - 9. Inspection. Length or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
 - 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 an excess paid to Borrower. In the event of a partial taking of the Property in which the lair market value of the Property immediately before the taking is equal to or greater than the amount of the nums 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, unless Borrower and Lorder 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 Lentuer to Portower that the condemner offers to make an award or settle a claim for damages. Borrower talls to respond to Lender within 30 Jays 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 Londer and Borrower atherwise 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 Lander Not a Walver. Extension of the time for phyment or modification of amortization of the sums secured by this Security instrument granted by Lander to any concessor 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 asyment 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 Lander 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 Beveral Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and banelit 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, forbast or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consunt.

13. Loan Chaigea,	If the loan secured by	this Security	instrument is subject to	a law which	sets maximum	loan
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charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the lean exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to induce 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.

- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail 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 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. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the juits-diction 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 Note which can be given affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Conv. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrowert all or any part of the Property or any interest in it is said or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Landar's prior written consent, Landar may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this op on shall not be exercised by Landar if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lunder exercises this option, Lander that give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice in delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remotion permitted by this Security Instrument without to their notice or demand on Borrower.

- 18. Borrower's Right to Ruinstate. If Borrower muets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 6 days (or such other period as explicable law may specify for reinstalement) 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. I pay reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as it 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 Pistrument. 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 in 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, lawauit 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 governme, tall or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall

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As used in this paragrap has by Environmental Law and intoxic pesticides and harbicides in this paragraph 20, "Coated that relate to health, safel NON-UNIFORM COVEN/21. Acceleration; Flemed any covenant or agreement in law provides otherwise). The niess than 30 days from the date cure the default on or before the instrument, foreclosure by judicity reinstate after acceleration and the defense of the cover to a notice, Lander at its option maturities incurred in pursues incurred in pursues.	h 20, "Hazardous Sub- the following substan , volatile solvente, mail Environmental Law" m y or environmental pro NTS. Borrower and L. Iles. Lender shall give this Security instrume totics shall specify: (a) a the notice is given to e date specified in the clair proceeding and se und the right to asser costeration and foreoi y require immediate p to this Security instru- p remedies provided in	stances" are those sizes: gasoline, keroserials containing asternials containing asternials federal laws are tection. Index further covers and the default; (b) the tection the default; (c) the tection may result in the foreclosure that the default ayment in full of all urment by judicial pro-	ubstances defined as ene, other flammable pestos or formaldehydral laws of the jurisdic ant and agree as followers to acceleration under paraction required to cue the default must be acceleration of the societal furthe proceeding the non-term secured by this poseeding. Lender shall ene of the societal curies or the soci	or toxic petroleum de and radioactive ation where the Property is a sure of the Property is a sure of the default; (a) is a cured; and (d) the sume encured by their inform Borrower of a default apacine Security instrument is a settled to co	products, materials. party is lo- breach of applicable is date, not is Security of the right suit or any lifed in the ent without liex.
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24. Riders to this Security with this Security Instrument, the			,		•
and supplement the covenants	and agreement of	his Security Instrum	ont no if the rider(s)	were a part of thi	s Socurity
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Other(a) (specify	/ }		7		
BY SIGNING BELOW, BO	orrower accepts and a	u smiet uit or conu	nd ac venunte contuit	ed in this Security (Instrument
and in any rider(s) executed by			0 10/1	ŕ	
Witnesses:		Pel	lu Hollis Z	May amount	(Soul)
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STATE OF ILLINOIS, COOK		County sa:		
hereby certily that JOHN VELAZQUEZ personally known to me to be the same before me this day in person, and acknown tree and voluntary act, for the uses and	AND MIRIAM VELAZQUEZ o person(s) whose name(s) cwledged that he/she/they s purposes therein set forth.	igned and delivered the a	oregoing instrume	nt, appeared
Given under my hand and official seal, to My Commission expires:		Charles 1405		mark County - Com
This instrument was prepared by: CITIBANK, F.S.B. 12855 NORTH OUTER FORTY DRIVE ST. LOUIS, MISSOUR! 63141-	DUNE LANGE	AL" ANA ATHHORI IN 10/24/MI		
	Co	Ing Clerk		
		J. C/6/1		
			SOM OFFICE	
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