CITIBANK

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CHICAGO TITLE AND TRUST COMPANY

(Name)

171 N. CLARK STREET, CHICAGO, ILLINOIS 80601

(Additess)

MORTGAGE

THIS MORTGAGE is made this FEBRUARY 14, 1926, be --- the Morrgagor, THOMAS E. VALLIN and DUBORAUL M. WALLIN HIS WIFE, AS IVINT TENANTS (herein "Bostower"), and the Mortgagee, CETIBANK FEDERAL SAVINGS BANK a corporation organized and existing under the

laws of the United States, whose address is 500 West Madison Street, Chicago, Illinois 6065; (herein "Lender").

WHEREAS Porrower is indebted to Lender in the principal sum of U.S. § 26 (160,00), which indebtedness is avidenced by Europea's note dated FEBRUARY 14, 1996 and extensions and renewals, thereof (herein "Note"), providing for morably installments of principal art in terest, with the balance of indebtedness, if nor sooner paid, due and payable on PEDRUARY 20, 2011

TO SECURE to Lond Title repayment of the indebtedness evidenced by the Note, with interest mereon; 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 covenints and spreements of Bounder herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

which has the address of 2614 PAULA LANE, DES FLAINES, ILLINOIS 66018-3940 (herein, "Property Address");

TOGETHER with all the improvements now or per any rerected on the property, an all easements, rights, appartenances and rents all of which shall be decined to be and remain a part of the property covered by this Memgage; and all of the foregoing. together with said property (or the leasthoid estate if this Morigan, it on a leasthoid) are hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully soized of the e rate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for or analyzances of record. Bostower covenants that Bostower warrants and will defend generally the title to the Property against ail of driss and demands, subject to encumprances of record,

UNIFORM COVENANTS.

Borrower and Lender covenant and serve 95 follows

PAYARET LE PRINCIPAL AND INTEREST. Horrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and tate charges as provided in the Note.

ELEUNDSFOR TAXES AND INSUPANCE. Subject to applicable law or a written waiver by Lender, Borrower shall , ay to Leader 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-twellin of the yearly taxes and assessments (including condomin um and plante, whit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one aveifth of yearly premium inscallencests for hazard insurance, plus one-twelith of yearly premium installments for mortgage insurance, if any, all as masonably estimated initially and from time to time by Lender on the basis of assessments and hills 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.

ILLINOIS-HOME IMPROVEMENT-4/80-FNMA/FHLMC UNIFORM INSTRUMENT

If Burrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are maured or guarar feed 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 bilis, unless Lender pays Borrower interest on the Fund and applicable law permits Lender to make such a charge. Borrower and Lander may agree in writing at the time of execution of this p Mortgage that interest on the Funds shall be paid to Porrower, and unless such agreement is made or applicable law requires such ntheress to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Lender shall give to Borrower, with sat charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Furnes was made. The Funds are pledged as additional security for the sums secured by this Mortgego.

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

make up the deficiency in one or more payments as Lender may require.

See actoched legal an exhibit "A"

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BOX 333-CTI

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Property of Cook County Clark's Office

payment in full of all such sixtures by this Mortgage Legal round promptly refind to a prower any funds held by fender.

Acr personal 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no caser that 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 Mortgage.

Links applicable law provides otherwise, all payments received by Lender under the Note and paragraphs i and 2 hereof shall be applied by Lender first in payment of anothing payable to Lender by Borrower under paragraph

bereof, then to interest payable on the Note, and then to the principal of the Note.

MORIGACES AND DEEDS OF TRUETS CHARGES TESTS. Becrower shall perform all of Borrower's chligations under any mortgage, deed of trust or other secu. ity agreement with a lice 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 leasthold payments or ground rents, if any

Example 1997. Borrower shall keep the improvement now existing or hereafter exected on the Property insured against less by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such emounts sed for such periods as Lender may require.

The resurence 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 1.48, Borrower shell give prompt notice to the insurance currier and Lender. Lender may make proof of loss if not make promptly by Borrower.

If Property is abandoned by Borrower, or if Borrower fails to respond to London within 30 days from the date notice is mailed by London to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lendon is authorized to collect and apply the insurance proceeds at Lendon's option either to restoration or repair of the Property or to the sums secured by this Montgage.

Borrower shall keep he Property in good repair and shall not commit waste or permit impairment or deterioration of the Property stat shall compay with the provisions of any lease of this Mortgage is on a leasehold. If this Mortgage is on a leasehold. If this Mortgage is on a leasehold on the development, Borrower shall perform all of Horrower'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 a council.

Mortgage, or if any action or proceeding is commonced which exterially affects Lender's interest in the Property, then Lender, at Lender's option, more notice to Borrower, may make such app arasers, disburse such sum, including reasonable attentives, and take such action as is necessary to protect Lender's interest. If hander required mortgage insurance as a condition of making the loan secured by this handgage. Borrower shall pay the premium, 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?, 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 singular shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall sequire Lender to incur any expense or take any action hereunder.

Lender shall give Borrower notice prior to any such inspection specifying reasonable course therefor related to Lender's interest in the Property.

condemistion or other taking of the Property, or part thereof, or for conveyance in lieu of condemiation, are hereby assigned and saall be paid to Lender, subject to the terms of any mortgage, deed of trust of other security agreement with a near which has priority over the Mortgage.

modifies in of anordization of the sums secured by this Mortgage granted by Lender to any successor in interest, of Degrower shall not opens. To release, in any manner, the liability of the original Borrower and Borrower's successors in interest. And I shall not be required to commence proceedings against such successor or refine to extend time for payment or otherwise modify an arrivation of the same secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forthermore by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall accept a walker of or precision the exercise of any such right or remedy.

herein conserved shall brid, and the rights hereinder shall inter to, the respective successors and assigns of Londer 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 Note. (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lander under the terms of this Mortgage, (b) is not personally liable on the Note or under this blorgage, and (c) agrees that Lenger and any other Borrower herounder tooy agree to extend, mostly, forbeat, 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 mostifying this Mortgage as to that Borrower's interest in the Property.

Except for any notice required under applicable law to be given in another manner, (a) any notice to horrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to horrower at the Property Address or at such other address as Borrower may designate by a stice to Lander as provided herein, and (b) any notice to Lender shall be given by certified mail to Londer's address stated herein or to such other address as Lender may designate by notice to Borrower as provided berein. Any notice provided for in this Mortgage shall be desired to have been given to Borrower or Lender when given in the manner designated herein.

In which the Property is located. The toregoing 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 shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expensed", and "attorneys" fees include all sums to the extent not problisted by applicable law or limited berein.

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Borrow restal in formula a conformation of the soul Cities de again at the time of execution or siter recordation hereof

TATION LAS AGREMENT. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repetr, or other lean agreement which Borrower enters into with Londer. Lender, at Lender's option, may require horrower to execut, and deliver to Lender, in a form acceptable to Londer, 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.

TANTER OF THE CONTROL OF BOTTOM Sells or transfers all or any part of the Property or an interest therein, faciliding (a the creation of a lien or encumbrance subordinate to his Mortgage (b) a transfer by devise, descent, or by operation of law upon the death of a joint teornt, or (c) the gram of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Flote and this mortgage unless Lender relates Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferer, reasonably determines that Lender's security may be impaired, on the overe is an imaccipitable hielihood of breach of any covenant or agreement in this Mortgage, or if the required information is not submitted. Lender may declare all of the some secured by this Mortgage to be immediately due and psyable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 networf. Such notice shall provide a period of not less than 30 days from the date the notice is mailed of delivered within which Borrower may pay the sams declared due. If Borrower fails to pay such sums prior to the expiration of such period, I ender may, without forther notice or demand on florrower, involve any remedies permitted by paragraph 12 hereof.

NON-UNIFORM COVENIANTS.

Bortower and Londor further covenant and agree as follows:

THE ANY COVERANT OR AGD FMENT OF BURROWER IN THIS MORTGAGE, INCLUDING THE COVENAN, S TO PAY WHEN I'VE ANY SUMS SECURED BY THIS MORTGAGE, LENDER PRIOR TO ACCELERATION SHALL GIVE NOTICE TO BORROWER AS PROVIDED GOVERAGE AND LESS THAN 10 DAYS FROM THE DATE THE NOTICE IS MAILED TO CURE SUCH BREACH. (3) A DATE, NOT LESS THAN 10 DAYS FROM THE DATE THE NOTICE IS MAILED TO FORROWER, BY WHICH SUCH BREACH MUST BE CURED; AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE CLECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS MORTGAGE, FORECLOSURE BY JUDICIAL PROCEEDING, AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORNOWF'S OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROC'LEDING THE NONEXISTENCE OF A DEFAULT OR ANY OTRER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IT THE BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL OF THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. CENDER SHALL BE ENTITLED TO COLI ECT IN SUCH PROCEEDING ALL I YPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS O DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

Someway a breach. Parrower shall have the right to have any proceedings there in by London to enforce this Mortgage discontinued as any time prior to entry of a judgment enforcing this Mortgage it. (a) Borrower rays London all sums which would be then due under this Mortgage and the Note had no acceleration occurred, (b) Borrower cures all by London in onforcing the covenants of Borrower curetained in this Mortgage. (c) Borrower pays all reasonable expenses into and by London in onforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing tender's rome that as provided in paragraph 17 hereof, including, but not broken to, reasonable attentive fees; and (d) Borrower takes such action r. London may reasonably require to assure that the tien of tens Mortgage, London's increast in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations accurred to reby shall remain in full force and offect as if no acceleration occurred.

E. ASTHUBERTON APPORTUNITY OF RESERVINE. As additional security horounder, improve hereby assigns to Lander the traits of the Property, provided that Bottower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to 'lave a receiver appeinted by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property inch ding those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's feet, premiums on receiver's bonds and reasonable attorneys' feet, and then to the nums accured by this Morrgage. The receiver shall be tiable to account only for those rents actually received.

Borrower shall pay all costs of recordation, if any.

BAMES OF HUMBERS 20. Borrower hereby waives all right of homestead exemption in the Property.

#145/24

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NOFFICIAL REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR.

MORTGAGES OR DEEDS OF TRUST

1

Borrower and Cender request the holder of any mortgage, deed of trust or other encumbrance with a tien which has priority Borrower and Cender request the norder of any intrigage, according to an according to the sound of this Morigage, of any default under the over this Morigage to give Notice to Lender, at Lender's address set forth on page one of this Morigage, of any default under the superior encumbrance and of any sale or other foreclosure action.

| IN WITNESS WHEREOF Borrower has executed this Mort | gage. |
|---|--|
| Inomas E. Willi 2496 | Belows M. Libla 2-19 |
| THOMAS F. WACLIN | DEBORAH M. WALLIN, HIS WIPE, AS KUNT TENANTS |
| Burrowet | -borrower |
| | Cook County ss: |
| SPATE OF GLINOIS I. Jeffig Grove a Notary I Thomas E. Wallin and Value M. Wallinghis W. | valic in and for said county and state, do hereby certify that |
| personally known to one to be the same person (s) whose name(s) instrument, appeared before me this day in person, and exknowledged instrument as | that the y signed and delivered the said oses therein set forth. |
| Gives, mader my hand and official scal, this 1477 day | or Februar; 1996 |
| My Commission SEAL | These |
| Honey Public State of Minors Honey Public State of Minors My Commission Expires 10/22/97 | OUL |
| | OUNT O |
| | Clary |
| | TS |
| (Space Below This Line Reserved | For Lender and Recorder) |

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STREET ADDR. 45: 2614 PARAMOFFICIAL COPY

CITY: DRS PLAINES

COUNTY: COOK

TAX NUMBER: 09-33-116-012-0000

LEGAL DESCRIPTION:

LOT 12 TO TOWN INCROVEMENTS CORPORATION'S DES PLAINES COUNTRYSIDE NO. 5, A SUBDIVISION OF THE SCUTHEAST 1/4 OF THE MORTHWEST QUARTER OF SECTION 33, TOWNSHID \$1 NORTH, RANGE 12. EAST OF THE TRING PRINCIPAL MERIDIAN EXCRET THE MAST 207.0 FEET THERROF, AND EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER LYING WEST OF THE WEST THEREOF AND DAIN'S SOUTH OF THE SOUTH LINE EXTENDED OF THE ROSTH & ACRES OF THE WEST 16 ACRES THEROF, IN COOK COUNTY, ILLINOIS.

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