

**Preferred Loan
MORTGAGE**

9/10/93 1/000

This instrument was prepared by:

CITIBANK

Steve Cazzaniga, Manager

c/o Citicorp Mortgage, Inc.

Mail Station 747

P.O. Box 790147

Ref. No.: 2705501621

St. Louis, MO 63179

THIS MORTGAGE ("Mortgage") is made this February 3, 1996, between Mortgagor, John P. Howe and Susan R. Howe, his wife as joint tenants, ("Borrower") and the Mortgagee, Citibank, Federal Savings Bank, a corporation organized and existing under the laws of the United States, whose address is 500 West Madison Street, Chicago, Illinois 60661 ("Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$15,700.00, which indebtedness is evidenced by Borrower's note dated February 3, 1996 and extension and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on February 8, 2003;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Legal Description: LOT 172 IN TIMBERLINE 1, BEING A SUBDIVISION OF PART OF LOTS 1 TO 3, 27 AND 28 OF COUNTY CLERK'S DIVISION OF SECTION 29 AND 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

22-30-405-014

P.I.N. #: 22-30-405-014-0000

which has the address of 66 West Peiffer Avenue, Lemont, IL 60439 (herein "Property Address");

TOGETHER with all improvements now or hereafter erected on the property and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest payable on the Note, and then to the principal of the Note.

(continued on page 2)

DEPT-01 RECORDING \$29.50
T#0014 TRAN 2373 02/28/96 14:37:00
#6594 : JW *-96-153496
COOK COUNTY RECORDER

2950

GIT

96153496

UNOFFICIAL COPY

Property of Cook County Clerk's Office

96787376

**Preferred Loan
MORTGAGE****CITIBANK**

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

4. Hazard 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 such other hazards as Lender may require and in such amount and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

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

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

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

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

9. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Preferred Loan
MORTGAGE

CITIBANK

REQUEST FOR NOTICE OR DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

John P. Howe
John P. Howe

Date: 2-3-96

Susan R. Howe
Susan R. Howe

Date: 2-3-96

Mortgago

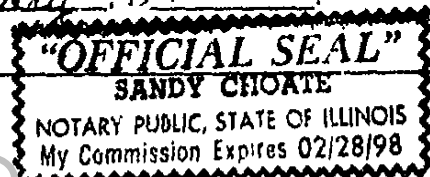
County of Cook State of Illinois } SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John P. Howe and Susan R. Howe, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes herein set forth.

Given under my hand official seal, this 3 day of February, 1996

2-28-98
Commission Expires

Sandy Choate
Notary Public



Space Below This Line Reserved For Lender and Recorder



Citibank F.S.B.
15851 Clayton Rd.
Mail Station 321
Baltimore, MD 63011
attn: Cindi Buxton

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CHANGE OF INFORMATION FORM

SCANNABLE DOCUMENT - READ THE FOLLOWING RULES

- Changes must be kept in the space limitations shown
- DO NOT use punctuation
- Print in CAPITAL LETTERS with BLACK PEN ONLY
- Allow only one space between names, numbers and addresses

SPECIAL NOTE:

If a TRUST number is involved, it must be put with the NAME, leave one space between the name and number
If you do not have enough room for your full name, just your last name will be adequate
Property Index numbers (PINs) MUST BE INCLUDED ON EVERY FORM

PIN:

22 - 30 - 405 - 014 - 0000

NAME:

JOHN AND SUSAN HOWE

MAILING ADDRESS:

STREET NUMBER STREET NAME - APT or UNIT

66 W. PEIFFER

CITY

LEMONT

STATE

IL

ZIP

60439

PROPERTY ADDRESS:

STREET NUMBER STREET NAME - APT or UNIT

SAME

CITY

STATE

IL

ZIP

BIT

00400330

ॐ नमो भगवते वासुदेवाय ॥

Property of Cook County Clerk's Office