UNOFFICIAL COPMOSON ...

Loan No. 7543900358

| CITICORP MORTGAGE, INC. P.O. Box 790021 | | | |
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| M.S. 321 St. Louis, MO 63179-0021 Atin: Doğumant Collection | (3/x | Abads (| |
| Last. | (Space Abova This Line Fo | | |
| | MORTGA | · | |
| THIS MORTGAGE ("Socurity In the mortgager is QLAUCE ANTON HIS WIFE | nstrumont") is given on <u>QCTQ</u> Y. <u>A SINGLE WOMAN AND JO</u> | BER 1.1997 HN ANTONY, AND UTA C, AV | SHEW TOWN THE TAND THE |
| ("Borrower"). This Sucurity Instrumen | it is given to CITIBANK, F.S.B. | Temperary parameters and the second of the second or temperary parameters and the second or temperary and the seco | |
| which is organized and existing inva- and whose address is 12855 NC | | | |
| Borrower owes Lender the principal | | | |
| Security Instrument ("Note"), which portober 1, 2027 of the debt evidenced by the Note, we all other sums, with interest, adversariance of Borrower's covering Borrower does hereby mortgage, grecook | This is with interest, and of renewals, a need under paragriph 7 to prote and agreements under this | Security Instrument secures to transions and modifications of this Security of this Security Instrument and the plewing described property. | to Lander: (a) the repayment of the Note; (b) the payment surity instrument; and (c) the ne Note. For this purpose, |
| SEE THE LEGAL DESCRIPTION ATT | ACHED HERETO AND MADE | A PART HEREOF | |
| | | 1120411 (100) H134 | O _{ffic} |
| which has the address of <u>70 WEST</u> Illinois <u>60610-</u> | HURON STREET UNIT 302 [Streat] ("Property Address"); | , CHICAGO | City) |
| ILLINOIS - Single Family - Fannie M | Mae/Freddie Mac UNIFORM INS | STRUMENT | Initials 17 |
| GFS Form G000022 (5!08) | | | (page 1 of 7 pages) |

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 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 cialms and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants 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. Betrower 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, Borrewer 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 fine on the Property; (b) yearly leasehold payments or ground reads 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 previous of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrew Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a feature for a federally related mortgage ious may require for Borrower's escrew account under the federal Beal Estate Sottlement Procedures Act of 1976 as amended from time to time, 12 U.S.C. Section 2001 at seq. ("RESPA"), unless another law that applies to the Funds sets. classer amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable astimates of expenditures of future Escrew Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution (shree deposits are insured by a federal agency, instrumentality, or entity (including Londer, if Londer is such an institution) of in eary Federal Home Loan Bank. Londer shall apply the Funds to pay the Escrew Items. Londer may not charge Borrower for holding and applying the Funds, annually analyzing the escrew account, or varilying the Escrew Items, unless Londer pays Borrower interest on the Funds and applicable law permits bender to make such a charge. However, Londer may require borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with true roan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, for der shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Londer may agree in writing, however, that interest shall be paid on the Funds. Conder shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for 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 florrower for the excess Funds in accordance with the requirements of applicable law. If no 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 florrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sale discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly referred to Borrower any Funds held by Lunder. 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 of the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Phyments. 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; tourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Horrower shall pay all taxes, assessments, charges, these 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 Leader all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Leader receipts evidencing the payments.

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

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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 herealter 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 falls 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 promiting 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 Lendon and Sorrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, in the restoration or repair is economically feasible and Lender's security is not tessened. 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 Socurity 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 oftered to settle a claim, then Lender may solved 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 carce 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 plass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Proservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower 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 year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Borrower'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 Lander's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lendor's security interest. Betrower may cure such a default and reinstate, as provided in paragraptive, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes fortaute of the Borrower's intorast in the Property or other material impairment of the lien created by this Security Instrument, a Lender's security interest. Berrower shall also be in default if Berrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in confection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy chills Property as a principal residence. If this Security Instrument is on a leasohold, Borrower shall comply with all the provisions of the loase. If Borrower acquires too title to the Property, the loasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants 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' fees 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 amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

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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.

- 8. Mortgage insurance. If Lander required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lander lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved 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 promium 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 Londer requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower 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. Lorder 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 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 per 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 borrower 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 Lendr: to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls 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 restriction 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 procesus 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 Walver. Extension of the time 15. 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

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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 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.

- 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 Lander 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 jurisdiction 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 effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Corrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrowerli 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 Lender's prior written consent, bender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

if Lunder exercises this option, Londer 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 some prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without runtier notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower moetr comain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued 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 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 atterneys' 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. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as "the 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 richange in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security his unent. 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 Livy. 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, 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

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Loan No. 7543900355

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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 aspestos 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. Barrower and Lendor further covenant and agree as follows:

- 21. Acceleration; Remedies. Londer 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 receive this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing in remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' less 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. So the wor 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 agreement. of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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| Claduated Payment Rider | [_] Planne | id Je!, Development Rider | [] Blwookly Paymont Ridor |
| Balloon Bider | [] Rate l | nprovom an Bider | Second Home Rider |
| (X) Other(s) [specify] ARM ASS | UMPTION RIDE | R | |
| BY SIGNING BELOW, Borrower acceptand in any ridor(s) executed by Borrower and | | | ntained in this Security Instrument |
| Witnesses: | | Claudia A | The track of the state of the s |
| u 1797-11 PF (1) PRUGERUM DE ÇAR MI ISLAMANIA MILAMANIA ÇA ÇANÇANÎ Î Û 110 MILAMANÎ PERINDENÎNÎ ÇÂMÎ ÎMÎ ÎMÎ Î | 44 a. 44 (1980 1980 1980 1980 1980 1980 1980 1980 1980 1980 1980 1980 1980 1980 | CLAUDIA ANTONY | Barrower Land Harrower |
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| | | | Borrower |

Loan No. 7543900355

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| [Space Below This Line For Acknowledgment] | | |
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| STATE OF ILLINOIS, COOK | County ss: | |
| hereby certify that CLAUDIA ANTONY AND personally known to me to be the same per before me this day in person, and acknowled free and voluntary act, for the uses and purp | JOHN ANTONY AND UTA C. ANTONY son(s) whose name(s) is/are subscribed to the loregoing instrument, appeared iged that he/she/they signed and delivered the said instrument as their | |
| Given under my hand and official seal, this | 1ST day of OCTOBER, 1997 | |
| My Commission expires: カカリカタ | Caraline Will ment | |
| This instrument was prepared by: CITIBANK, F.S.B. 12855 NORTH OUTER FORTY DRIVE ST. LOUIS, MISSOURI 63141- | Coop | |
| | Clary Clary | |
| | Coot County Clert's Office | |

UNIT 302 IN THE HERMITAGE CONDOMINIUM, AS DELINEATED ON THE SURVEY OF:

UNIT 302 IN THE REMAITAGE CONDOMINION, AS DELINEATED ON THE SURVEY OF:

THE SOUTH 8 INCHES OF LOTS 1 AND 2 AND ALL OF LOT 3 IN BUTLER'S SUBDIVISION OF LOTS 9, 10 AND 11 IN BLOCK 31 IN WOLCOTT'S ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS.

AND

AND

LOTS 1 AND 2 (EXCEPT THE SOUTH 8 INCHES THEREOF) IN THE SUBDIVISION OF LOTS 9, 10 AND 11 IN BLOCK 31 IN WOLCOTT'S ADDITION TO CHICAGO, A SUBDIVISION IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

LOT 4 AND LOT 5 IN THE RESUBDIVISION OF LOTS 9, 10 AND 11 IN BLOCK 31 IN WOLCOTT'S ADDITION IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE WEST 30 FRET OF LOT 6 IN BLOCK 31 IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST 1/2 CF THE NORTHEAST 1/4 OF SOUTHEAST 1/4 IN SECTION 9, TOWNSHIP 39 NORTH, RANCE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

LOTS 1 THROUGH 7 IN THE ASSESSOR'S DIVISION OF LOT 1 IN OGDEN SUBDIVISION OF LOTS 7 AND 8 IN BUDCK 31 IN WOLCOTT'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. AND

LOTS 2 AND 3 IN OGDEN'S SUBDIVISION OF LOTS 7 AND 8 IN BLOCK 31 OF WOLCOTT'S ADDITION TO CHICAGO IN EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALL KNOWN AS NORTHEAST CORNER OF NORTH CLARK STREET AND WEST HURON STREET, CHICAGO, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MAY 15, 1996 AS DOCUMENT 96369326, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION.

TAX# 17-09-212-022 17-09-212-003-thu007 07-09-212-012

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CONDOMINIUM RIDER

Loan No.

7543900358 ANTONY

THIS CONDOMINIUM RIDER is made this 1ST day of OCTOBER, 1997 and is incorporated fine 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 CITIEANK, F.S.B.

(the "Londor") of the same date said covering the Property described in the Security Instrument and located at: 70 WEST HURON STREET UNIT 302 CHICAGO, ILLINOIS 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 HERMITAGE

[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 properly 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 Tovenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of denower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documeris" are the: (I) Declaration or any other document which creates the Condominium Project; (II) by-laws; (II) code of regulations; and (IV) other equivalent documents. Borrower shall promptly pay, when due, all these 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 solistactory to Londer 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.

MULTISTATE CONDOMINIUM RIDER GFS Form G000354 (7A07) - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 9/90 Page 1 of 2

Loan No. 7543900055

Borrower shall give Lender prompt notice of any tapse 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 fleu 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 9.
- E. Lender's Pilor Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (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 casually or in the case of a taking by condomination or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the wifect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Louder under this paragraph F shall become additional dobt of Borrower secured by the Security Instrument. Loves Borrower and Lender agree to other terms of payment, those 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.

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

| CLAUDIA ANTONY (SURI) CLAUDIA ANTONY by Claudia Antony as his fewer of Allamay in faction | (Soal) -Borrower |
|---|---------------------|
| JOHN ANTONY BOMOWER Uta C. Antony by Claudic Antony | ·Borrower |
| UTA C ANIONY Of Alterray in fact 1) BOHOWER | ·Borrowor |

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Loan #: 7543900355

FIXED/ADJUSTABLE RATE ASSUMPTION RIDER

| THIS ASSUMPTION RIDER is made this 1ST day of OCTOBER, |
|--|
| and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned person whether one or more, (the "Borrower") to secure Borrower's Note to CITIBANK, F.S.B. |
| (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 70 WEST HURON STREET UNIT 302, CHICAGO, IL 60610- |
| (PROPERTY ADDRESS) |
| ASSUMPTION COVENANTS, It addition to the covenants and agree- |

ASSUMPTION COVENANTS. It addition to the covenants and agreements made in the Security instrument, Borrower and Lender further covenant and agree as follows.

- A. ASSUMPTION. Any person purchasing the Property from Borrower may assume full liability to repay Borrower's Note to Lender under the terms and conditions set out in this Assumption Rider.
- B. AGREEMENT. Lender may require the Purchaser to sign an assumption agreement, in the form required by Lender, which obligates the Purchaser to keep all the promises and agreements made in the Note and Security Instrument. Borrower will continue to be obligated under the Note and Security Instrument unless Lender releases Borrower in writing.
- C. APPLICABILITY. Lender is bound by these conditions and terms, as follows:
 - 1. Lender shall have no obligation to allow assumption by a purchaser from Borrowar until the initial fixed interest rate payable on the Note changes to an adjustable rate;
 - 2. This Assumption Rider applies only to the first transfer of the Property by Borrower and not to a foreclosure sate;
 - 3. Purchaser must be an individual, not a partnership, corporation or other entity;
 - Purchaser must meet Londor's credit underwriting standards for the type of loan being assumed as if Londor were making a new loan to Purchaser;

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Lonn #: 7543900355

- 5. Purchaser shall assume only the balance due on the Note at the time of assumption for the term remaining on the Note;
- If applicable, Borrower's private mortgage insurance coverage must be transferred to the Purchaser in writing, unless waived by Lender;
- 7. If Borrower's Note has a conversion feature and Borrower has exercised the right of conversion of this loan to a fixed rate loan from Lender, this Assumption Rider is void and Lender has no obligation to allow assumption by a Purchaser from Borrower; and
- Lender must reasonably determine that Lender's security will not be impaired by the loan assumption.
- D. ASSUMPTION RATE. Lender will allow assumption by Purchaser at Borrower's Note interest raisin effect at the time of assumption.
- E. ADDITIONAL CHARGES. In addition, Lender may charge an amount up to one percent (1%) of the current Note balance and its normal loan closing costs, except the cost of a real estate appraisal.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants of this Assumption Rider.

| x Claudia Antony | (Seal) |
|---|------------------|
| John Antony, by Claudia | Andan S |
| x as his Power of Attorney in- | -tinssnuer |
| Uta C. Antony, by Claudia 1 x as her fowr of Attorney in | pulony |
| x as her town of Attorney in | 19(Seal) |
| UTA C ANTONY | 201107131 |
| V () | (O = =1) |

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Loan #: 7840900055

FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 197 day of october, 1997 and is incorporated into and shall be deemed to amend and supplement the Mortgago, Dood of Trust or Security Dood (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to covering the property described in the Security Instrument and located at:

70 WEST HUMON STREET UNIT 302, CHICAGO, ILLINOIS 60610-

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE 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 uniher covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7,500 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of ocroser, 2002

and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate occase change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate value 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 line ox 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 Floider will choose a new index that it based upon comparable information. The Note Floider 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 (2,750 %) 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

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-1YEAR TREASURY INDEX-Single Family-Famile Mae Uniform Instrument MB-1950 Rev. 2/97 (Multistate 5,7,10/1 Non-convertible ARMs) Page 1 of 3 pages Form 3182 5/94 71:77 1:3

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(E) Effective Date of Changes

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 changes again.

(F) Notice of Changes

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

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

1. UNTIL LOCKOWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural curson) without Londor's prior written consent, Londor may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender it exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, 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 same 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 warrow further notice or demand on Borrower.

2. WHEN BORROWER'S INITIAL FIXED INTEREST FATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Under may, at its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by ledger, law as of the date of this Security instrument. Lender also shall not exercise this option it: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the interaction transferred as if a new loan were being made to the transferred and (b) Lender reasonably date miles that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable too as a condition to Lender's consent to the loan assumption. Lender also may require the transfered to sign an assumption agreement that is acceptable to Lender and that obligates the transfered to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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Long #: 7543900355

If Lender exercises 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 falls 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/ Adjustable Rate Rider.

Ab.

Proporty of Coot County Clerk's Office Form 37 John Antony, by Claudia Antony as Borrower Uta C. Antony, by Claudia Antony as (Soal) Borrower (Seal)

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Form 3162 5/94

-Borrower

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