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MAY 8 2001 4748

THIS INSTRUMENT WAS PREPARED BY:

SHARON J. LANGWORTHY  
ONE NORTH DEARBORN STREET  
CHICAGO, ILLINOIS 60602

## MORTGAGE

NOTE IDENTIFIED

**CITICORP SAVINGS**Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (1 312 977 5000)

ACCOUNT NUMBER 00000730630

THIS MORTGAGE ("Security Instrument") is given on **MAY 8TH,**  
1986. The mortgagor is **DORIS J DICKSON**   
Divorced and not since remarried.

("Borrower"). This Security Instrument is given to **Citicorp Savings of Illinois, a Federal Savings and Loan Association**, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower owes Lender the principal sum of **EIGHTEEN THOUSAND AND 00/100 Dollars (U.S. \$ 18,000.00)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **JUNE 01 2001**.

This Security Instrument secures to Lender: (a) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of **COOK**, State of Illinois.

LOT 56 IN ARTHUR DUNA'S HOWARD AVENUE SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE NORTH 45 ACRES THEREOF AND EAST OF THE EAST LINE OF THE WEST 6.358 ACRES OF THE EAST 16.358 ACRES OF THE SOUTH 32.506 ACRES OF SAID NORTH EAST 1/4 OF SAID SECTION 25, IN COOK COUNTY, ILLINOIS.

I.D.# 10-25-226-018-0000

which has the address of **1314 DOBSON ST****EVANSTON**Illinois **60202**  
(Zip Code)(Street)  
("Property Address");

(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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.

6. Preservation and Maintenance of Property; Landscaping. The property to be preserved or maintained will be the responsibility of the lessee, and it shall be the responsibility of the lessee to take care of the property, to keep it in good condition, and to maintain it in a safe condition. The lessee shall not damage or destroy any part of the property, and the lessee shall not remove any part of the property without the written consent of the lessor.

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property is transferred to Lender. Security interest prior to the extent of the sums secured by this Security instrument immediately prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument prior to the

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair of the property damaged, if the restoration of the property is economic feasible and Lender's security is not lessened, if the restoration of the property is not economically feasible in writing, insurance proceeds shall be applied to repair of the instrument, whether or not then due. The 30-day period will begin within the notice is given.

have the right to hold the potsherds and renewals. If Lender receives, Borrower shall promptly notice to the trustee and Lender, Lender may make good of the loss of its potsherds by Borrower.

5. **Hazard Insurance.** Borrower shall keep the property insured against loss by fire, hazards included within the term, "extended coverage," and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier shall be chosen by Borrower subject to Lender's approval which shall include a statement that the insurance premiums shall be acceptable to Lender and that there shall be no increase in rate or premium during the term of the policy. All insurance policies and renewals shall be acceptable to Lender and shall include a statement that the insurance premiums shall be nonassumable, Lender shall be responsible for any increase in rate or premium.

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Borrower shall promptly disclose any facts which has priority over Lender's rights under this Agreement; (a) agrees in writing to the payment of the obligation secured by the lien in a manner; (b) capable to Lender; (c) comes in good faith by or defrauds against Lender's interest in the property; (d) creates a burden to Lender; (e) violates this Agreement; (f) creates a burden to the property; (g) violates any law or regulation; (h) violates this Agreement; (i) violates any other instrument; (j) violates any other instrument; (k) violates any other instrument; (l) violates any other instrument; (m) violates any other instrument; (n) violates any other instrument; (o) violates any other instrument; (p) violates any other instrument; (q) violates any other instrument; (r) violates any other instrument; (s) violates any other instrument; (t) violates any other instrument; (u) violates any other instrument; (v) violates any other instrument; (w) violates any other instrument; (x) violates any other instrument; (y) violates any other instrument; (z) violates any other instrument.

4. **Chargers' Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach priority over this Security Instrument, and shall hold harmless Lender from and against all expenses, obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time at the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, if bor-

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the sums secured by this Section, transferred to the State Treasury, unless applicable law provides otherwise, all payments received by transfer under paragraphs 1 and 2 shall be applied first to the charges due under the Note second, to preparation charges due under the Note third, to

debtors in one or more payments as required by Lender.

exceptow items when due, borrowser sh-

If the amount paid by Fund to Lender together with the amounts paid by Fund to its partners in the escrow items exceeds the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly paid to Lender or otherwise on motion by Funds. If the amount of the Funds held

Interest shall be paid on the Funds. Unless an agreement is made of applicable law requires interest to be paid, Lender shall not be required to pay more than the maximum amount allowed by law.

The funds shall be held in an institution the depositors or accountants of which are insured by a federal or state agency for losses under it (including such an institution). Under shall apply the funds to pay the escrow items, under may not charge for holding and applying the funds, and may apply the account or verifying the escrow items, unless under pays borrower-in escrow items, and shall make such a charge. Borrower and lender may agree in writing that in escrow items.

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2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth

meed by the Note and any prepayment

**LIMITATION OF OWNERS.** Borrower and Lender covenant and agree as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender 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.

**9. 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, 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. 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.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in this second paragraph of paragraph 17.

**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 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.** 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 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, Lender 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 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 sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain 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 had no acceleration 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. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Notary Public

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Given under my hand and, official seal, this 1 day of May, 1986.

'perfunctorily known to me to be the same (or similar) words than they',  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
HEB \_\_\_\_\_ delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes herein set forth.  
SHE \_\_\_\_\_

**DOROTHY J. DICKSON** divorced and not since remarried

1. THE UNDERSTANDING  
a. Notary Publics in and for said county and state, do

**STATE OF ILLINOIS.** \_\_\_\_\_ County, \_\_\_\_\_ C. O. No. \_\_\_\_\_

—BOTTOWER —BOTTOWAY

(IN WITNESS WHEREOF, Borrower has executed this Mortgagee.

- Adjustable Range Rider
- Condemnium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [Specify] \_\_\_\_\_

22. **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 rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box]

21. 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 reconnection costs.

(i) the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property in accordance with those terms set forth above. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of

and may prosecute the Securty Instrument by suit in law or equity for recovery of the amount demanded and may proceed without further demand or notice to collect all expenses incurred in pursuing the remedy of attachment, garnishment, or replevin, but not limited to, reasonable attorney fees and costs of title evidence.

the right to assess in the notice specified in acceleration of the sums secured by this Security Instrument, for exclusive benefit of the Proprietor. The notice shall further inform Borrower of the right to remitate after acceleration and judgment proceeds and sale of the sums secured by this Security Instrument, for exclusive benefit of the Proprietor.

19. **Acceleration; Remedies.** Lender shall have recourse to Borrower prior to acceleration following Breach or any covenant of agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless otherwise provided elsewhere). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than