

CONDOMINIUM RIDER

#9750099

THIS CONDOMINIUM RIDER is made this 28th day of FEBRUARY 19 89, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deal (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

CITICORP MORTGAGE, INC. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 415 W. ALDINE STREET, UNIT 30, CHICAGO, IL 60657 (PROPERTY ADDRESS)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 415 CONDOMINIUM ASSOCIATION (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 property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the use, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues 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 satisfactory to Lender 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 one-twelfth 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.

Borrower shall give Lender prompt notice of any lapse 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 lieu 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 Prior 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 casualty or in the case of a taking by condemnation 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 effect 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 Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

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

David W. Supina (Signature) DAVID W. SUPINA (Seal) --BORROWER

Marttha S. Supina (Signature) MARTHA S. SUPINA (Seal) --BORROWER

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3776165

Property of Cook County Clerk's Office

AN UNDIVIDED 1.524% INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:

THE 1951 63 FEET OF THE WEST 489 FEET OF A TRACT OF LAND DESCRIBED AS LOT 22, LOT B, AND LOTS 23 TO 41 BOTH INCLUSIVE, LYING WEST OF THE WESTERLY LINE OF SHERIDAN ROAD IN BLOCK 2 IN LAKE SHORE SUBDIVISION OF LOTS 24, 25 AND 26 IN PINE GROVE, BEING A SUBDIVISION IN FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

UNIT 30 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 28TH DAY OF SEPTEMBER, 1973 AS DOCUMENT NUMBER 2719566

EXHIBIT A.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY



PREPARED BY: [Signature]  
CITICORP MORTGAGE, INC.  
648 MARYVILLE CENTRE DR.  
MAIL STATION AM-10  
ST. LOUIS, MO 63141  
AUDIT DEPARTMENT

[Space Above This Line For Recording Date]

MORTGAGE

#9750039

[Signature]

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 28, 19 89

The mortgagor is DAVID W. SIMMA AND MARTHA S. SIMMA, H.S. WIFE

("Borrower"). This Security Instrument is given to CITICORP MORTGAGE, INC.

which is organized and existing

under the laws of DELAWARE

DRIVE, ST. LOUIS, MO 63141

and whose address is 670 MASON GLOBE CENTER

("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED AND NO/100

Dollars (U.S. \$ 108,888.00). 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 MARCH 01, 2004. This Security Instrument secures to Lender: (a) the

repayment 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 CHICAGO

County, Illinois:

SEE EXHIBIT A:

NOTE IDENTIFIED

PROPERTY IDENTIFIED  
ORDER # 2222

COOK County Clerk's Office

3776165

which has the address of 415 N. ALDINE STREET UNIT 3D, CHICAGO

Illinois 60657 ("Property Address");

TOGETHER WITH all the improvement 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 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants for collateral use and non-conflicting provisions with leading variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS -- Single Party -- PUBLIC/PRIVATE COMPANY/ESTABLISHMENT

# UNOFFICIAL COPY

REALTY TITLE, INC.  
33 N. LaSalle Street  
Suite 1900  
Chicago, Illinois 60602

1988 FEB 20 10 13 20

CAROLINA  
REGISTER OF DEEDS

776165  
776165  
776165

*Handwritten signature*  
DAY OF FEBRUARY 19 88

My Commission Expires  
Given under my hand and seal  
Notary Public  
Address  
City  
State  
Zip  
776165

signed and delivered by said instrument as  
THEIR  
to the foregoing instrument, appeared before me this day in person, and acknowledged that  
do hereby certify that  
DAVID M. SUMMA AND MARTHA S. SUMMA, HIS WIFE,  
a Notary Public in and for said county and state,  
County as: **COBB DU PAGE**

[Space Below This Line For Acknowledgment]

*Handwritten signature*  
DAVID M. SUMMA  
MARTHA S. SUMMA

BY SIGNING BELOW, Borrower, accepts and agrees to the terms and conditions contained in the Security Instrument and in any rider(s) attached to the Security Instrument, and agrees to the terms and conditions of each such rider, and shall accept and agree to the terms and conditions of the Security Instrument and any rider(s) attached to the Security Instrument.

- Adjustable Rate Rider
  - Graduated Payment Rider
  - Adjustable Rate Assumption Rider
  - Planned Unit Development Rider
  - 1-4 Family Rider
  - Other(s) [specify]
- EXHIBIT A:

18. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless specified in the Security Instrument). 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 loan secured by this Security Instrument. Lender shall have the right to assert in the foreclosure proceeding, the non-waiver of a default or any other default of Borrower, and the right to assert in the foreclosure proceeding, the non-waiver of a default or any other default of Borrower, if the default is not cured on or before the date specified in the notice. Lender shall not be required to request immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose on the Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees and costs of this proceeding.

19. Lender in full. Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to 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 (including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and (2) action of rent, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. 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 recording costs.

21. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

22. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with the Security Instrument, the terms and conditions of each such rider shall be incorporated into and shall amend and supplement the Security Instrument and agreement of the Security Instrument as if the rider(s) were a part of the Security Instrument. (Check applicable box(es))

NON-JUDICIAL COVENANTS, Borrower and Lender further covenant and agree as follows:



15. Borrower's Right to Acceleration. Borrower shall have the right to have enforcement of this Security Instrument... If Borrower fails to pay these sums prior to the expiration of this Security Instrument, 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 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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

16. Borrower's Right to Prepayment. Borrower may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid.

17. Borrower's Right to Assign. Borrower shall be given one conforming copy of the Note and of this Security Instrument. 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.

18. Borrower's Right to Surrender. Borrower may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid.

19. Borrower's Right to Waiver. Borrower may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid.

20. Borrower's Right to Release. Borrower may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid.

21. Borrower's Right to Substitution. Borrower may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid.

22. Borrower's Right to Redemption. Borrower may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid.

23. Borrower's Right to Extension. Borrower may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid.

24. Borrower's Right to Acceleration. Borrower may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid. Lender shall not be required to pay interest on the amount prepaid.

3776165

# UNOFFICIAL COPY

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly less hold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than 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 Security Instrument.

3. **Application of Payments.** Unless a instrument provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines 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 Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) 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 forfeiture of any part of the Property; 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 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 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 providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 the Lender all receipts of paid premiums 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 Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security 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 offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds when the notice is given 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 prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** 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 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, appealing 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 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.

0776165