

UNOFFICIAL COPY

89113343

THIS INSTRUMENT WAS PREPARED BY: FELICIA WILSON
One North Dearborn Street
Chicago, Illinois 60602

CITICORP SAVINGS

MORTGAGE

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 977-5000

LOAN NUMBER: 010026365

THIS MORTGAGE ("Security Instrument") is given on
1989. The mortgagor is (ROBERT A O'TOOLE, A BACHELOR

August 30

("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 by as Lender the principal sum of FORTY EIGHT THOUSAND AND 00/100----- Dollars (U.S. \$48,000.00) 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 September 1, 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 COOK County, Illinois:

UNIT 401-E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ELIOT HOUSE CONDOMINIUM AS DESCRIBED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25267212 AND AS FILED AS DOCUMENT NUMBER LR3134592, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID#: 17-04-222-062-1003

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN AFOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND SET FORTH AT LENGTH HEREIN.

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 30TH DAY OF AUGUST 1989, A. D.

which has the address of 1255 SANDBURG VILLAGE #401 CHICAGO
Illinois 60610 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all accounts, 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'S 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 combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

NOTE IDENTIFIED

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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.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** Borrower binds to Lender in the covenants and agreements contained in this Security Instrument, or there is a legal proceeding, for condemnation 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, including in some cases paying reasonable attorney's 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.

8. **Preservation and Maintenance of Property; Liasability.** 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.

9. **Insurance.** Borrower shall not allow any insurance policy to be cancelled or non-renewed. If the 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.

10. **Hazard Insurance.** Borrower shall keep the improved real property covered on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires in writing to Lender, substantially the same as the hazard insurance coverage provided in the policy. If the hazard insurance policy is not renewed or the hazard insurance carrier is not licensed in the State, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Policy, 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.

11. **Insurance.** Borrower shall keep the improved real property covered on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires in writing to Lender, substantially the same as the hazard insurance coverage provided in the policy. If the hazard insurance policy is not renewed or the hazard insurance carrier is not licensed in the State, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Policy, 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.

12. **Insurance.** Borrower shall keep the improved real property covered on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires in writing to Lender, substantially the same as the hazard insurance coverage provided in the policy. If the hazard insurance policy is not renewed or the hazard insurance carrier is not licensed in the State, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Policy, 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.

13. **Insurance.** Borrower shall keep the improved real property covered on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires in writing to Lender, substantially the same as the hazard insurance coverage provided in the policy. If the hazard insurance policy is not renewed or the hazard insurance carrier is not licensed in the State, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Policy, 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.

14. **Insurance.** Borrower shall keep the improved real property covered on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires in writing to Lender, substantially the same as the hazard insurance coverage provided in the policy. If the hazard insurance policy is not renewed or the hazard insurance carrier is not licensed in the State, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Policy, 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.

15. **Insurance.** Borrower shall keep the improved real property covered on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires in writing to Lender, substantially the same as the hazard insurance coverage provided in the policy. If the hazard insurance policy is not renewed or the hazard insurance carrier is not licensed in the State, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Policy, 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.

16. **Insurance.** Borrower shall keep the improved real property covered on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires in writing to Lender, substantially the same as the hazard insurance coverage provided in the policy. If the hazard insurance policy is not renewed or the hazard insurance carrier is not licensed in the State, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Policy, 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.

17. **Insurance.** Borrower shall keep the improved real property covered on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires in writing to Lender, substantially the same as the hazard insurance coverage provided in the policy. If the hazard insurance policy is not renewed or the hazard insurance carrier is not licensed in the State, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Policy, 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.

18. **Insurance.** Borrower shall keep the improved real property covered on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires in writing to Lender, substantially the same as the hazard insurance coverage provided in the policy. If the hazard insurance policy is not renewed or the hazard insurance carrier is not licensed in the State, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Policy, 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.

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Property of Cook County Clerk's Office

Borrower: _____

Borrower: _____

ROBERT A. O'NEILL
[Signature]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be paid from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 be paid from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(iii) termination of professional management and assumption of self-management of the Owners Association.

(ii) any amendment to any provision of the Constituent Documents if the provisions for the express benefit of Lender; or
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;

(i) The abandonment or termination of the Condominium Project (except for abandonment or termination consent, other partition or subdivision of the Property or consent to):

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, other partition or subdivision of the Property or consent to):

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 Government 9.

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 to Lender in form, amount, and extent of coverage to Lender.

Borrower shall give Lender prompt notice of any loss in required hazard insurance coverage 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.

(ii) Borrower's obligation under Uniform Government 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.

(i) Lender waives the provision in Uniform Government 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

"within the term "extended coverage," that: "extended coverage," for the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a fire and theft policy, which provides fire and theft insurance coverage, all dues and assessments imposed pursuant to the Constituent Documents shall be paid by Borrower when due, and all dues and assessments imposed pursuant to the Constituent Documents shall be paid by Borrower when due, and all dues and assessments imposed pursuant to the Constituent Documents shall be paid by Borrower when due.

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

and Lender, Lender covenant and agree as follows:

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

(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 uses, proceeds and benefits of Borrower's interest

(Name of Condominium Project)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

ELIOT HOUSE CONDOMINIUM

1255 SANDBURG VILLAGE #401, CHICGO, IL, 60610
(Property Address)

and is incorporated into 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 Citicorp Savings of Illinois a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

THIS CONDOMINIUM RIDER is made this 30th day of August, 1989.

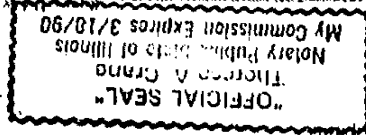
Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 877-5000

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BOX #165



I, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

THE UNDERSIGNED ROBERT A O'TOOLE, A BACHELOR, hereby certifies that I am a Notary Public in and for said county and state, do

STATE OF ILLINOIS, County of Cook. Borrower: ROBERT A O'TOOLE

65413343

SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF

- Applicable Title Order [X]
Continuum Take [X]
Planned Unit Development []
Other (Specify) []

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Security Instrument and in any rider(s) attached by Borrower and recorded with it.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (or 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 that due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of maintenance of the property and collection of rents, including, but not limited to, receiver's fees, promoters or receiver's bonds and reasonable attorneys' fees, and then to the sums secured by the Security Instrument. Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay any acceleration costs.
21. Foreclosure. Upon payment of all sums secured by the Security Instrument, Lender shall release the Security Instrument.
22. Waiver of Foreclosure. Borrower waives all right of redemption in the property.
23. 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 agreements of the Security Instrument as if the riders were a part of this Security Instrument. (Check applicable boxes)
19. Acceleration; Foreclosure; Lender 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 paragraphs 13 and 17 unless applicable law provides otherwise.) (a) the notice shall specify: (i) the default; (ii) the action required to cure the default; (iii) that notice to cure the default or to foreclose the debt is given to Borrower, by which the default must be cured; and (iv) that notice to cure the default or to foreclose the debt is given to the person named in the notice of acceleration of the sums secured by this Security Instrument, together with the right to consent to acceleration and the right to assert in the foreclosure proceeding the non-acceleration 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 the option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose the Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of litigation.

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10/27/89

9922211

1989 SEP -1 PM 3 12
CAROL RECORDS
PROPERTY CLERK'S OFFICE
DEPT-01

Submitted by _____

Address _____

Promised _____

Deliver cert. to _____

99222119
Address _____

Deliver certificate to _____

to _____

Notified _____

L.T.H.

PROPERTY CLERK'S OFFICE
DEPT-01
100 WEST MADISON
CHICAGO, ILLINOIS 60607

FORM 22

9-1266913

DEPT-01 741111 TRAN 0877 09/01/89 15:51:00
*6643 + A * - 89 - 4 13343
COOK COUNTY RECORDER

89413343

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

89413343

THIS INSTRUMENT WAS PREPARED BY: FELICIA WILSON
One North Dearborn Street
Chicago, Illinois 60602

CITICORP SAVINGS

MORTGAGE

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

LOAN NUMBER: 010026365

THIS MORTGAGE ("Security Instrument") is given on
1989. The mortgagor is (ROBERT A O'TOOLE, A BACHELOR

August 30

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TAX ID#: 17-04-222-062-1003

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89413343

NOTE IDENTIFIED

9-15-89 Signed description of mortgaged property on Certificate of Title 143896

89413343