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CALOREI NO 4500300148 Prepared By MARGIE D. SHACKELFORD

ST. LOUIS, MISSOURI

Citicorp Mortgage, Inc. P.O. Box 790021 M.S. 321 St. Louis, MO 63179-0021 Attn: Document Collection



04041876

_{Space Above This Line For Recording Data;

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November Tetri	, 1934
THIS MORTGAGE ("Security Instrument") is given on November Take The mortgagor is JOHN R RYAN AND SUSAN D RYAN, NOVEMBER HUS	BAND AND WIFE SK
3-3	("Borrower") This Security Instrument is given to
CITIBANK, F.S.B.	, which is organized and existing
under the laws of THE UNITED STATES OF AMERICA 12855 NORTH OUTER FORTY DRIVE ST. LOUIS, MISSOURI 63141	ei eironbba oeoriw bna
12855 NORTH OUTER FORTY DRIVE ST. LOUIS, MISSOURI 63141	("Londer")
Borrower owes Lender the principal sum of	
One Hundred Forty Four Thousand Five Hundred and 00/100	
Dollars (U.S. \$	
("Noto") which provides for monthly payments, with the full debt, if not paid	eather due and payable on December 1st, 2001
This Security Instrument occurs to Lunder (a) the repayment of the dobt and modifications of the hote. (b) the payment of all other sums, with sit	
Security Instrument, and (r) it a performance of Borrower's coverants and	agreements under this Socially Instrument and the Note. For this
perpesa. Borrowar does in commongago, grant and convey to Landar the	following described property located in
CODK	County, Illinois
TAX NO:08-12-319-013	

LOT 12 IN THE FIRST ADDITION TO COUNCIL TRAIL ESTATES IN THE SOUTHWEST 1/4 OF SECTION 12, TOW (S) IP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS 004

DEPT-01 RECORDING

\$33,50

T#9999 TRAN 6500 12/14/94 10:34:00

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COOK COUNTY RECORDER

809 SOUTH WILKE STREET which has the address of

MIT PROSPECT

60056~

(Zip Codel

("Property Address"):

15,144,1.1.

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TOGETHER WITH all the improvements now or bereafter erected on the property, and all east ments, 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 seised of the estate hereby conveyed and has the richt to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower parrants 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 coveriants win jurisdiction to constitute a uniform security instrument covering real property. limited variations by

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 No'e, 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 lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard or property insurance premiums. (d) yearly flood insurance premiums, if any, (e) yearly mongage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, coffect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate. Settloment Procedures Act of 1974 as amondhed from time to time, 12 U.S.C. Section 2801 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. Escrow Items or otherwise in accordance with applicable law

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for helding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid on the

ILLINOIS -Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT GFS Form - G000022

Form 3014 9798

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Property of Cook County Clerk's Office

Funds: Lender shall give to for every without charge an entual accounts of the tunds who was crossed in the funds and the purpose for which each debt is the funds was crack. The other properties different becauty for all supersecuted by this Security for all supersecuted by this Security

If the Lunda hold by Londor exceed the amounts permitted to be field by applicable law. Londor shall account to Berrower for the excess Lunda in accordance with the requirements of applicable law. If the amount of the Fends held by Londor at any time is not sufficient to pay the Escrow items when due. Londor may so notify Borrower in writing, and, in such case Borrower shall pay to Londor the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Londor's sole discretion.

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under under paragraphs 1 and 2 shall be applied first to any prepayment charges due under the Note, second, to anyounts payable under paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the Property which may attain priority over the Security Instrument, and leavehold payments or ground rents, if any. Berrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that meaner, Berrower shall pay them on time directly to the person ewed payment Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Berrower makes these payments berrower shall promptly furnish to Lender accepts evidencing the payments.

Borrower shall promptly discharge any ison 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 tegal 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 is all satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard of Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, htea ds included within the term "extended coverage" and any other figzards, including floods or flooding, for which bender requires insurance. This insurance shall be maintained in the amounts and for the periods that Londer 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 lais to maintain coverage of scribed 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 relewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and enswals. If Lender requires. Borrower shall promptly give to Lender all receipts of paid premiums and enewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss that promptly by Borrower.

Unless Lender and Borrower oth itw so agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is ecclomically feasible and Lender's security is not lessoned. If the restoration or repair is not economically feasible or Lender's security would but seemed, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any eleoss paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance current 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 wrang, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 ark 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 pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition

- 6. Occupancy, Preservation, 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 within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence of the total of occupancy, unless bandor otherwise agrees in writing, which consent shall not be unreasonably withhere, 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, which could be could result in forfeiture of the Property or etherwise materially in purities. Borrower may due such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Linder's good faith determination, procludes to faiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security is orest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or later tents to Lender to failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument's an a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the first 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 coverints 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 for 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 a paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable atterneys' fees and emoring 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 Lendor under this paragraph 7 shall become additional debt of Borrown, sourced 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.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the ioan accurrably this Security Instrument Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If for any toas in, he mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to outain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twolfth of the yearly mortgage insurance previously in effect, from an alternate nortgage appead or ceased to be in effect. Lender will accept, use and retain those 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 Lender 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. 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.
- 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 ileu of condemnation, are hereby assigned and shall be paid to Lender.

Form 3014 8490 (1500 4 (1400 1)

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 aqual to or greater than the amount of the sums secured by this Security Instrument immediately before 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 is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of 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 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 er 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 positions 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 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 rolease 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 Londer in excessing any right or remedy.
- 12. Successors and issigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit it is 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 charges, and that law is finally interpreted so that the interest or oth it loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduce it b) the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making it 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 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 tederal 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. 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 ratural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Sacurity 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 sums secure 1 by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies periodite 1°, 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 not 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 reinstalement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) en ry cl 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 tho 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 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 reinstalement 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 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 a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. 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 law. 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.

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20. Hazardous Substances. Borrower shall not cause or permit the presence, use desposal, 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 sontences 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.

florrower shall promptly give Lender wellen notice of any investigation, claim, demand, laweur 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 recisidation of any Hazardous Substance affecting the Property is necessary, Borrower shall 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 gaseline, kerosione, other flammable or toxic petroteum products, toxic petroteum produ

NON-UNIFORM COVENANTS. Borrower and Londor further covenant and agree as follows

2). Acceleration; Remedies. 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 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 3% of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the original proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the uefault 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 foreclose this Security instrument by judicial proceeding. Under shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph.

21, Including, but not limit.	ed to, reasonable attorneys' fees		sameding biggined in this beredish.
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	Q'A		
22. Release. Usualthout charge to Borrower.	Upon payr ont of all sums secure. Borrowur thall pay any recordation	ed by this Security Instrument, Lender in costs	shall release this Security Instrument
23. Walver of Hom	estead. Borrower warres all	right of homestead exemption in the Pro	porty
Od Pilolovo do Abla I	Sacrette traterio Selections or a	main ridges are executed by Serrower &	nd recorded together with this Society
agroements of this Security	and agreements of each such rider to the interment as if the rid in(s) vere a	nore riders are executed by Borrower at shall be incorporated into and shall ame part of this Security Instrument	and and supplement the covenants and
[Check applicable box(es)]			ГП
Adjustable F	F1	ondominium Rider	1-4 Family Ridor
Graduated F	Payment Rider	nned Unit Devalopment Rider	Biweekly Payment Rider
X Balloon Ride	er 📙 Ra	ute Improvement Rider	Second Home Rider
Othor(s) (sp	ecify] ESCROW RIDER		
BY SIGNING BELO	W. Borrower accepts and agrees	to the terms and covenants contained	in this Security Instrument and in any
::der(s) executed by Borrow	a and recorded with it.	46	
Witnesses:			
			(Seal)
		JOHN BRYAN	-Borrower
			15.0
		C Such CIA	Man (Seal)
		JUSAN D RYAN	-Borrower
			339-46-4656
			(Seal)
			-Borrower
			//5.
			(Seal)
			-Borrower
	Space Belov	w This Line For Acknowledgment	<u> </u>
STATE OF ILLINOIS,	(°021.)	County ss:	
1. Heau	newsigner	a Notary Public in and for	r said county and state, do hereby certify
that JOHN R RYAN AND S	USAN DRYAN, MARKALI	eex	
		, personally known to me t	o be the same person(s) whose name(s)
	11 6	me this day in person, and acknowledg	
signed and delivered the sal	ind instrument as + LD (and and official soal, this 18th	tree and voluntary act, for to day of November, 1994	he uses and purposes therein set forth.
Given under my ha			(1) (La On
My Commission expires:		* Julie	Call Mills
	} ~	Notary Public	
This instrument was prepare	ed by:	•	
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If this GALLOON BUBET is made after. 18th. Application of the analysis of the desirent to among and supplement the Mortage, Doubt of Titush of Deud to Security Doubt (the Security Doubt of Deud to Security Doubt of Deud to Security Doubt (the Security Deude) and the Security Shots of Security Shots
Intertupent 1 of the same date open by the undersigned (the "Burrawa") to secure the Bottown's Note to CITIAMN, FS. 3. CONDITIONAL RICHARD OF THE SEARCH
The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand the Lender or anyone who takes the Note, the Security Instrument and this Rede. The Lander or anyone who takes the Note, the Security Instrument and this Rede. The Lander or anyone who takes the Note, the Security Instrument and this Rede. The Lander or anyone who takes the Note, the Security Instrument and this Rede. The Lander or anyone who takes the Note, the Security Instrument and this Rede. The Lander or anyone who takes the Note, the Security Instrument and this Rede. The Lander or anyone who takes the Note, the Security Instrument and this Rede. The Lander or anyone who takes the Note, the Security Instrument. Borrows and Lander furth coverand and agree as follows (deep) deep/stang to the central coverand and agree as follows (deep) deep/stang to the central coverand and agree as follows (deep) deep states the Coverand and agree as follows (deep) deep states the Coverand and agree as follows (deep) deep states the Coverand and agree as follows (deep) deep states the Coverand and agree as follows (deep) deep states the Coverand and agree as follows (deep) deep states the Coverand and agree as follows (deep) deep states the Coverand and agree as follows (deep) deep states the Coverand and agree as follows (deep states) deep states the Coverand and agree as follows (deep states) deep states the Coverand and agree as follows (deep states) deep states the Coverand of the Coverand and agree as follows (deep states) deep states the Coverand of the Coverand and agree as follows (deep states) deep states the Coverand and agree as follows (deep states) deep states the Coverand of the Coverand and agree as follows (deep states) deep states the Coverand of the Coverand and agree as follows (deep states) deep states the Coverand of the Coverand and agree as follows (deep states) deep states the Coverand of the Coverand and agree as follows (deep states) deep states the Coverand of the Coverand
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rearder the Note, Security instrument and this Rider. The Londer or anyone who takes the Note, the Security Instrument and this Rider I rander and who is entitled to receive payments under the Note is called the "Note Molder." ADDITIONAL COVENANTS. In addition to the covenants and apromisms in the Security Instrument of the Note; ADDITIONAL RIGHT TO REFINANCE. At the matury date of the Note and Security Instrument (the Maturity Date), I will be able to obtain a new loan ("New Loan") with a new fattering Date of Learned to 12, 2024. At the matury date of Learned and accordance with Section 3 below it all the conditions provided in Section 2 and with an interest rate or paid to it Now Note Rate or to control the Maturity Date of Learned of Research 11, 2024. Conditional Refinance in Cheen"). It thems conditions are not met. Further and the Note Holder is under no obligation to refinence insold the Note or to object the Maturity Date, and that I will have to tripay the Note form my win resources or find a lender willing to less the the money to repay the Note. CONDITIONS TO OPTION. If I want to exercise the Conditions' Balinancing Option at maturity, cultain conditions must be met as of the Maturity Date. These contents are continued in the Note of the Security instrument (the Property's, (2) I must be current. I've money to repay the Note has observed in the Security instrument may exist, (4) the Nove has no design at on any of the 12 scheduled monthly payments immediately proceding mediately according to the Note Reference in the Security instrument may exist, (4) the Nove Note Reference in the Security instrument may exist, (4) the Nove Note Reference in the Security instrument may exist, (4) the Nove Note Reference in the Security instrument may exist, (4) the Nove Note Reference in the Security instrument may exist, (4) the Nove Note Reference in the Security instrument may exist, (4) the Nove Note Reference in the Security instrument may exist, (4) the Nove Note Reference in the Security instrument in
1. CONDITIONAL RIGHT TO REFINANCE At the maturity alls of the Note and Socially instrument (the "Maharity Date"), I will be able to obtain a new team ("New Lean") with a new Maturity Date of the Note and Socially instrument (the "Maharity Date"), I will be able to obtain a new team ("New Lean") with a new Maturity Date of the Note and Social will be able to obtain a new team ("New Lean") with a new Maturity Date, or the new York of the Note Hall the conditions provided in Sections 2 and 5 billiow for next (if the Note Halder in under no obligation to reference modify the Note, or to out and he Maturity Date, and that I will have to repay the Note for least the Note Halder in under no obligation to reference me the money to repay the Note. 2. CONDITIONS TO OPTION It want to excress the Conditions, Ballmancing Option at maturity, curtain conditions must be met as of the Maturity Date. These come tens are (1) I must still be the owner, and occupant of the property subject to the Security Instrument (the "Property"), (2) I must be current. If you man the property is the new yor that it is a secure of the 12 scheduled monthly payment and connot have be ben or a time as of the Security Instrument (the "Property"), (2) I must be current, instrument property as the new yor of the 12 scheduled monthly payment amendately proceding whether the Maturity Date. (3) no lean against the Property inscept for taxes and special assessments not yet due and payable) other than that of it features required to the Note Holder as provided in 2-vice 5 below. 3. CALCULATING THE NEW NOTE RATE The New Note Rate will be a stood rate of interest equal to "I or Foderal National Mortgage Associations's required not yield for 30-year fixe fall inority of the Note Holder receives notice of my election to exercise the Colditional Refinancing Option. (If this required not yield in 10-year fixe the Note Holder receives notice of my election to exercise the Colditional Refinancing Option. (If this required not yield in 10-year fixe the Note Hol
At the maturity, and of the Note and Security Instrument (the Maturity Date). I will be able to obtain a new team (New Cean) with a maturity pate of carlate to the Maturity Date of the Security instrument (the Maturity Date). If these conditions are not mut. I understand that the Note Holder is under no obtained management of potent). If these conditions are not mut. I understand that the Note Holder is under no obtained willing to be made the management of the Maturity Date, and that it will have to ruppy the Note Holder is under no obtained willing to lear me the meney to repay the Note. 2. CONDITIONS TO OPTION If I want to exercise the Conditions Relinancing Option at maturity. Curtain conditions must be met as of the Maturity Date. This occur closes are (1) I must tell be the covere and occupant of the property subject to the Security Instrument (the Property). (2) I must be current of the property subject to the Security Instrument (the Property). (2) I must be current of the property subject to the Security Instrument (the Property) (2) I must be current of the Maturity Date. (3) no lear against the Propoity (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note False cannot be more than 5 percentage points above the Note Rate, and (5) I must make written request to the Note Holder as provided in Cachen 5 below. 3. CALCULATING THE NEW NOTE RATE The New Note Rate will be a local rate of interest equal to the reduced and special assessments not yet due and payable) other than that of the conception of the Note Holder rate of the Note Rate are accurated in Section 2 above are as statisfied, the Note Holder will determine the Note Holder wil
They Note Rate: designed in accordance with Section 3 below if all the conditions provided in "accione? 2 and 5 below are not fift." Conditional Refundancing () pricery. It though condition are not may be understand that the Note Holder is under no obligation to retinence modify the Note, or to set not he Maturity Date, and that it will have to repay the Note from my own resources or find a lander willing to let me the money to repay the Note. 2 CONDITIONS TO OPTION If I want to exercise the Conditions, Ballmancing Option at maturity, curtain conditions must be met as of the Maturity Date. These continues of (1) it must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current my morthly payments and cannot have been mine to the property subject to the Security Instrument (the "Property"); (2) I must be current my morthly payments and cannot have been mine to the security Instrument (the "Property"); (2) I must be current my morthly payments and cannot have been mine to the security Instrument (the "Property"); (2) I must be current my morthly payments and cannot have been mine to the security Instrument may east; (4) the Now Note Fate cannot be more than 5 percentage points above the Note Rate; and (5) I must make written request to the Note Holder as provided in Section 5 below. 3. CALCULATING THE NEW NOTE RATE The New Note Rate will be a based rate of interest equal (cityle Federal National Mortgogo Association's required net yield for 30-year faxe to increases subject to a 6-day mandatory delivery commitment, p.p. is one-half of one percent (0.5%), rounded to the nearest one-eight of one percent (0.125%) (the "New Note Rate"). The required net yield and before any price of the Note Holder will deliver mine the New Note Rate as calculated in Section 3 above is not greater into, Section 2, above the Note Rate and all other conditions required in Section 2 above are satisfied the Note Holder will of the morthly payment that will be sufficien
If I want to exercise the Conditions Bolinancing Option at maturity, curtain conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the Property). (2) I must still be the owner and occupant of the property subject to the Security Instrument (the Property). (2) I must still be the owner and occupant of the property subject to the Security Instrument and payable) other than 1 and 3 days late on any of the 12 scheduled monthly payments ammodately preceding the Maturity Date. (3) no lien against the Prop. (4) (except for taxes and special assessments not yet due and payable) other than that of it Security Instrument may exist; (4) the New Note Fate cannot be more than 5 percentage points above the Note Rate; and (5) I must make written request to the Note Holder as provided in Section 5 below. 3. CALCULATING THE NEW NOTE RATE The New Note Rate will be a bxed rate of interest equal for the Federal National Mortgage Association's required not yield for 30-year fixer rate mortgages subject to a 60-day mandatory delivery commitment, p. is one-half of one percent (6.0.5%), rounded to the nearest one-eight of one percent (6.1.2%) (the "New Note Rate"). The required net relief shall be the applicable not yield in office on the date and time of details the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required not yield is not available the Note Holder remains the New Note Rate as calculated in Section 3 above is not greater into 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the Note and Section 5 above is not greater into 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the Note and Section 5 accounts. The required in the Rate in equal mornity payments than are current, as required "inder Section 2 above), over the term of the Now No
The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required not yield for 30-year fixer rate mortgages subject to a 60-day mandatory delivery commitment, p. is one-flatt of one percent (0.5%), rounded to the nearest one-eight of one percent (0.5%), rounded to the nearest one-eight of one percent (0.5%), rounded to the nearest one-eight of one percent (0.5%), rounded to the nearest one-eight of one percent (0.5%), rounded to the nearest one-eight the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required not yield is not available the Note Holder will determine the New Note Rate by using comparable information. 4. CALCULATING THE NEW PAYMENT AMOUNT Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the rice into the monthly payment that will be sufficient to repay in full (a) the uniqued principal, pilicy (b) accrued but uniqued interest, pilicy (c) a other same will owe under the Note and Section Instrument on the Maturity Date (as other same) will owe under the Note and Section Instrument on the Maturity Date (as other same) will owe under the Note and Section Instrument on the Maturity Date and advise me of the principal, accrued but uniqued interest, pilicy and the Note Rate in equal monthly payments. The result of this calculation will be an amount of my new principal, accrued but uniqued interest, and all other same I am expected to owe on the Maturity Date. The Note Holder will so will access my that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment and the maturity Date. The Note Holder will provide my payment in the record information. Refinancing Option if the conditions of Section 2 above. I may exercise the Conditional Refinancing Option by equi
Provided the New Note Rate as calculated in Section 3 above is not greater line? Specientage points above the Note Rate and all othe conditions required in Section 2 above are satisfied, the Note Holder will determine the *inecrit of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums. I will owe under the Note and Securification in the Maturity Date (assuming my monthly payments then are current, as required inder Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid. 5. EXERCISING THE CONDITIONAL REFINANCING OPTION The Note Holder will notify rise at least 80 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums. I am expected to owe on the Maturity Date. The Note Holder also will accrued intermation together with the name, title and address of the person representing the Note Holder will provide my pay nertification in Section 2 above. I may exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above. I may exercise the Conditional Refinancing Option if the conditions of Section 2 above. I may exercise the Conditional Refinancing Option by replifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rife based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and firm of day notification is received in Micropathy process. I will then have 30 calendar days to provide the Note Holder will advise me of the new interestrate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents require to complete the required ownership, occupancy and property
The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but ur paid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will ad ten in a that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my pay next record information together with the name, title and address of the person representing the Note Holder that I must notify in order to acceptable Conditional Refinancing Option. If I meet the conditions of Section 2 above. I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rite Jased upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is receive by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable product my required ownership, occupancy and properly lien status. Before the Maturity Date the Note Holder will advise me of the new interestrate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents require to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with up dating the lifte insurance policy, if any and any reasonable third-party costs, such as documentary stamps, intangible (ax survey, recording tosts, etc.)
The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but ur paid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will ad ten in a that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my pay held record information together with the name, title and address of the person representing the Note Holder that I must notify in order to accept the Conditional Refinancing Option. If I meet the conditions of Section 2 above. I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rite. Jased upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is receive by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable product my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interestrate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents require to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with up dating the little insurance policy, if any and any reasonable third-party costs, such as documentary stamps, intangible tax survey, recording tools, etc.
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ESCROW RIDER

This Escrow Fider is made this 18th day of November, 1994, 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 the Borrower's Note to CITEANK, F.S.B.

12855 NORTH OUTER FORT PRIVE, ST. LOUIS, MISSOURI 63141

(the "Lender") of the same late and covering the property described in the Security Instrument and located at:

609 SOUTH WILLE STREET, MT PHOSPECT, IL 60056

Paragraph 2 of the Security Instrument is hereby replaced with the following:

2. Funds for Taxes and Insurance. 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 Lender's estimate, as described below, of: (a) one-twelfth of each type of yearly taxes unconsessments which may attain priority over this Security Instrument; (b) one-twelfth of the yearly lensational payments or ground rents on the Property, if any; (c) one-twelfth of the yearly hazard or property insurance premiums; (d) one-twelfth of the yearly flood insurance premiums, if any; (e) one-twelfth of the yearly mortgage insurance premiums, if any; and (f) one-twelfth of any similar items which are commonly he paid by borrowers to lenders, whether now or in the future, in connection with a secured debt.

The items described in (a) - (f) are called "Escrow Items".

The Funds shall be placed in an account ("Escrow Account") at an institution whose deposits are insured by a federal agency, instrumentality or entity (including Lender, if Lender, is such an institution) or at any Federal Home Loan Bank. Lender may charge Borrower for holding and spolying the Funds, analyzing the Escrow Account and verifying the Escrow Items, and Lender may require Borrower to pay a one-time charge to establish a real estate tax reporting service used or provided by Londer in connection with this loan. Lender shall not be required to pay Borrower any interest or earnings on the Funds.

Lender shall annually analyze the Escrow Account to determine the adequacy of the monthly Funds being collected for each Escrow Item, at its option Lender may analyze the Escrow Account more frequently. Lender shall estimate the amount of Funds needed in the Escrow Account, to pay future Escrow Items when due, on the basis of: (i) current data, including the anticipated disbursement dates for each Escrow Item; (ii) reasonable estimates of expenditures of future Escrow Items; (iii) the time interval between disbursements for each Escrow Item; and (iv) the amount of Funds in the Escrow Account for each Escrow Item at the time Lender analyzes the Escrow Account. Lender and Borrower agree that Lender's estimate of the amount of Funds needed in the Escrow Account is an approximate calculation. At any time if the amount of Funds in the Escrow Account for each Escrow Item will not be sufficient to pay each Escrow Item when due, Lender may notify Borrower in writing and may h) require Borrower to pay Lender the amount of the deficiency. Borrower shall be in default if, after receipt of notice from Lender, Borrower fails to timely pay Lender the amount of the deficiency. At Lender's sole discretion, Borrower may repay any deficiency in no more than 12 monthly payments. If Lender's Escrow Account analysis indicates that the Funds in the Escrow Account for each Escrow Item exceed the amount Lender estimates is needed to pay each future Escrow Item when due, Lender shall refund any such excess to Borrower within 30 days of the Escrow Account analysis. In addition to the Funds estimated as described above, and to ensure that the Funds in the Escrow Account will be sufficient to pay Escrow Items when due, Lender may require Borrower to maintain in the Escrow Account an additional balance of Funds not to exceed 2 monthly escrow payments.

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Lender shall apply the Funds to pay the Escrow Items when due. Lender shall give to Borrower an annual accounting of the Escrow Account, showing credits and debits to the Escrow Account and the propose for which each debit from the Escrow Account was made. The Funds in the Escrow Account are pledged to Lender as additional security for all sums secured by this Security Instrument. Upon payment, in full of all sums secured by this security Instrument, Lender shall refund to Borrower any Funds half by Lender. Such refund shall be made within 30 days of Borrower's payment of all sums secured by this Security Instrument. If, under paragraph 21, Lender shall acquire or sell the Proporty, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale acredit against the sums secured by this Security Instrument.

Lender's and Borrower's covenants and agreements under this paragraph 2 are subject to applicable state and federal 12w.

By signing below, Borrow it accepts and agrees to the terms of this Escrow Rider.

X (Seal)

JOHN PHYAN Borrower

(Seal)

SUSAN D RYAN Borrower

X (Seal)

Borrower

X (Seal)

Borrower