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: 000954321

THIS MORTGAGE ("Security Instrument") is given on

November 4

1987 . The mortgagor is (AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL

BANKING ASSCUTATION

NOT PERSONALLI. BUT AS TRUSTEE UNDER PROVISION OF A TRUST AGREEMENT DATED SEPTEMBER 15TH, 1987 AND KNOWN AS TRUST NUMBER 103532-09

("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 Lives Lender the principal sum of FIFTY TWO THOUSAND AND 00/100-

Dollars(U.S.\$52,000.00). 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 December 1, 2002

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 or another sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance of Sorrower'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 County, Illinois: $\alpha \alpha \alpha \kappa$

LOT 28 IN BLOCK 2 IN THE RESUBDIVISION OF BLOCKS 11 AND 12 IN THE RESUBDIVISION OF THE WASHINGTON PARK CLUB ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. #20-15-410-025 660

DEPT-01 RECORDING

\$15.00

#2222 TRAN 1586 11/05/87 13:44:00

¥-87-898631 SE # 5005

COOK COUNTY RECORDER

which has the address of

6136 SOUTH RHODES

CHICAGO

CHY

Illinois

MY (2003) CHI INT

60637

(Street) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter. a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national used and non-uniform governants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

O FOAM 3014 12/83

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Appendix of the entropy of the entro

October 19 Clarks Office

CITICORP SAVINGS FORM 3633C 4W7 PAGE 2 OF 4

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.

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A. Protoction of kender's litthis in the Property; Mortgage Insurance. If Borrower finits to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londer's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations), then Londer's rights in the Property. Londer's actions do and pay for whatever is necessary to protect the value of the Property and Londer's rights in the Property. Londer's actions may include paying any sums secured by a fien which has priority over this Security Instrument, appearing in court, paying reasonable may include paying any sums secured by a fien which has priority over this Security Londer authorized on the Property to make repairs. Although Londer may take action under this paragraph 7, Londer authorneys' fees and entering on the Property to make repairs. Although Londer may take action under this paragraph 7, Londer authorneys' fees and entering on the Property to make repairs. Although Londer may take action under this paragraph 7, Londer authorneys' fees and entering on the Property to make repairs.

niess Lender agrees to the merger in writing. 'Y l'otextion of Lender's Richts in the Propert

6. Preservation and Muintenance of Proporty; Losseholds. Borrower shall not destroy, damage or substantially change the Property, allow 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 for title to the Property, the leasehold and if Borrower acquires for title to the Property, the leasehold and if Borrower acquires for title to the Property, the leasehold and if Borrower acquires for title to the Property, the leasehold and if the instance of the lease, and if Borrower acquires for title to the Broperty, the leasehold and for title shall not merge

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Onless Lender and Borrawer otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the payments. If under paragraphs 1 and 2 or change the amount of the payments. If under paragraphs 19 the Property is acquired by Lender, Borrawer's right to any insurance policies and proceeds resulting from 0, mage to the Property is acquired by Lender, Borrawer's right to any insurance policies and proceeds resulting from 0, mage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument innocaliately prior party prior in the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument innocaliately prior

Unless Lender and Borrower atherwise agree in writing, insurance proceeds sac(if b) applied to restoration or repair of the Property duranged, if the restoration or repair is economically fensible and Lender's security is not lessened. If the restoration or repair is not economically fensible or Lender's security would be lessened, the insurance proceeds applied to the same secured by this Security Instrument, whether or not then due, with any excess paid to Borro, or all borrower abundons the Property or does not answer within 30 days a notice from Lender due, the insurance currier has offer 44 b settle a claim, then Lender may exclose the insurance currier has offer 44 b settle a claim, then Lender may exclose the insurance proceeds. Lender and then the restore the proceeds are not then due, The Order day period will begin when the notice of a pay sums secured by Security Instrument, whether or not then due. The Order period will begin when the notice of a pay sums secured by Security Instrument, whether or not then due. The Order period will begin when the notice of a pay sums secured by

may make proof of loss if not made promptly by Borrower.

againse loss by fire, hazards included within the term "extendes" cover ge" and any other hazards for which Lander requires insurance shall be maintained in the amounts and for a provided that Lander requires. The insurance shall be encountly more subject to Lander so proved which shall not the unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lander and shall include a standard mortgage clause. I know the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lander all receipts of paid have the right to hold the policies and renewals. If Lender requires, Borrower shall give to Lander and Lender and promptly give to Lander and Pender promiters and renewal notices. In the event of loss, Borrower shall give prompt, not to the insurance carrier and Lender. Lender

in writing to the payment of the obligation secure? By the lien in manner acceptable to Lender; (b) contests in good firith the lien by, or defends against enforcement of the light, a legal proceedings which in the Lander's opinion operate to prevent the office of the lien an agreement satisface office in a property is subject to Lender subordinating the lien to this Security field. If Lander determines that any part of the Property is subject to Lender subordinating the lien to this Security field. If Lander determines that any part of the Property is subject to a filon which may actual priority over this Security field. Thence, it and the horizer is notice identifying the lien. However shall satisfy the field one or more of the oaltwars section in those within 10 days of the giving of notice.

5. Huxard Insurance. Borrower shall keep the improvements now existing or bereatter erected on the Property insured insured.

4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this focurity instrument, and leasehold payments or ground reads, if any. Borrower shall pay them on time three chieficans in the manner provided; and grauph 2, or if not paid in that manner, Borrower shall pay them on time threetly to the person owed payment. Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. If Borrower mades those payments directly borrower and a long payments of early, borrower shall promptly disclauge into a which has priority over this Security instrument unless Borrower: (a) agrees the payments.

amounts payable under pa ugraph 2; fourth, to interest due; and hast, to principal due. A. Churges Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Preperty

3. Application of the nonte. Unless applicable law provides otherwise, all payments received by Leader paragraphs to the Solut, to propagament charges due under the Mote; third, to propagament charges due under the Mote; third, to

appliention as a good against the sums secured by this Security Instrument.

the sale of the family of all sound in the Property is sold or acquired by Lender shall promptly no later than immediately prior to the sale of the family lands sold or acquired by Lender and the time family of all solds of the family lands and the time of the infertion as a credit against prior to the sale of the family of the family lands and the family of the f

up the deficiency in one or more pryments as required by Lender

If the innount of the Funds held by Lender, logether with the future monthly payments of Funds payable prive to the duce option, either escanwitems, shall be, no transmired to pay the escanwitemis of Funds. If the innount of the Funds option, either promptly repaid to Borrower or cradited to Borrower on monthly payments of Funds. If the innount of the Funds option, either promptly repaid to by Lender is not sufficient to pay the escanwitems when due, tkerrower shall pay to Lender is not sufficient to pay the escanwitems when due, tkerrower shall pay to Lender is not sufficient to pay the escanwitems when due, tkerrower shall pay to Lender is not sufficient to pay the escanwitems.

The Funds are pledged as additional security for the sums secured by this Security Instrument. If the unioual of the Funds held by Lender, beselver with the future monthly naving af Funds myaple prior to t

The Funds shall be held in an institution the deposits or accounts of which are funds to pay the escrow items. Lender may 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 and Lender may agree in writing that interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid be made funds and applicable law permits Lender shall not be required to pay borrower any interest or an agreement is made or applicable law which each debit to the funds was made accounting of the Funds showing credits and debits to the Funds was made.

tuture eserow items,

2. Funds for Tuxes and Insurance, Subject to applicable law or to a written waiver by Lander, Borrower shall pay to Lander on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to one-twelfth off (a) yearly insurance und assessments which may altain priority over this Security Instrument, (b) yearly leased ments or ground rents on the Property, if any (c) yearly insurance promiums, and (d) yearly mortgage insurance promiums, if any. Thuse items are called "escrow items". Lender may estimates force items are called "escrow items." Lender may estimates are

L. 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 Mote and any prepayment and late charges due under the Mote.

S. Funds for Traver and Insurance Subject to madicable lawer on a prepayment and properties.

UNIFORM COVENAUTS. Borrower and Lender covenant and agree as follows:

Property of Cook County Clerk's Office

Loan Number: 000954321

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

8. Inspection. Lender or its agent may make reasonable entires upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condenmation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

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

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

- 10. Borrowac Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of a nortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrowe [shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be r quired to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise mor. Ty 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 forebearance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.
- 11. Successors and Assig 's Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind ar a renefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrowers covenants at a agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (); (co-signing this Security Instrument only to mortgage, grant and convey the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent,
- 12, Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum laon charges, and the law is finally interpreted so that the interst or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; an I(b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may showe to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a ratind reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. Legislation Affecting Lender's Rights. If enactment of applicable lass has the effect of rendering any provision of the Note or this Security Instrument unenforc able according to its terms, Lender, at is option, may require immediate payment in full of all sams secured by this Sccurity 'Nstrument and may invoke any remedies permitted paragraph 19. If Lender exercises this option, Lender shall take the staps specified in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first call mail unless applicable law requires use of another method 11th 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 Leader's address stated herein or any other address Leader designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Cender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal in a 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 the Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Lestrament 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 Borower. 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, required immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain condition, Borrower shall have the right to have $enforcement \ of this \ Security \ Instrument \ discontinued \ at \ any \ time \ prior \ to \ the \ earlier \ of \ (a) \ 5 \ days \ (or \ such \ other \ period \ as$ applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument, Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had not acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lieu of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the paragraphs 13 or 17.

CHICORP SAVINGS FORM 3633C 4/87 PAGE 3 OF 4

Property of County Clerk's Office

Loan Number:

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

19. 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 paragraphs 13 and 17 unless applicable law provides otherwise.) The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate alter acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and forcelesure. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may forceless this 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 atterneys' fees and costs of title evidence.

20. Lander 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, Londer (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 collection of routs, including, but not limited to, receiver's fees, promiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 23. Ridgrs to this Security Instrument. If one or more ridgrs are executed by Borrower and recorded together with this Socurity 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 rider(s) were a part of this Security Instrument. (Check applicable box(es)]

	CVA.				
	Adjustable Bate Ride		Condominium Rider	X	2-4 Family Rider
	Graduated Payment P.uer	☐ F	Planned Unit Development Rider		
	Other(s) [specify])x			
	SEE RIDERS	A7 PACHED H	HERETO AND MADE A PAR	T HEREOF	
BY SIGNIN	NG BELOW, Borrower accep	is and arross to	the terms and covenants conta	ilned in this Secui	ily Instrument and in any
ridor(s) exec	cuted by Borrower and recorded	with st.			
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STATE OF	ILLINOIS,		County ss		
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l,		ERSIGNED	, a Notary	Public in and for	said county and state, do
hereby certif		ONAL BANK A	ND TRUST COMPANY OF	CHICAGO, A N	ATIONAL BANKING
TOOCIA	11014			O ,	C
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			n to me to be the same Perso		
subscribed	to the foregoing instrument	, appeared belo	re me this day in person, and	acknowledged that	she
signed and	delivered the said instrument	as <u>ner</u>	free and voluntary act, f	or the uses and p	urposes therein set forth.
Giver My Commiss		ıl soal, this	day of		19
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		_	N	otary Public	
		(Space Below This)	Line Reserved For Lender and Recorder)_		

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BOX #165

87598631

UNOFFICIAL COPY

This Mc. 13 **. • is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercing of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that i othing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing her under, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Morgange and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner of owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guaran or, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

	AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO	
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₹ "OFFICIAL SEAL"		ŗ
2 Loretta M. Sovienela	By	
Notar, Public, State of Illinois	1 Contraction	•
§ wy commission Expires 6/27/88	ATTEST. JULIAN	:
200000000000000000000000000000000000000	Audit of Secretary	,
STATE OF ILLINOIS!		3
LORETTA M. SOVI	ENSM	ζ
i.	a Notary Public, in and for said County, in the State aforesaid,	þ
DO HEREBY CERTIFY, that J. MICHA		
AND TRUST COMPANY OF CHICAGO, and	Poter B., Johansey Assistant Secretary of said Company, who are those names are subscribed to the or going instrument as such Vice-President, and Assistant	
Secretary, respectively, appeared before me this	s day in person and acknowledged that they signed and delivered the said instrument as	
their own free and voluntary act and as the free	ce and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes	
therein set forth; and the said Assistant Secretar	ry then and there acknowledged that it; as contodian of the corporate seal of said Com- any to said instrument as his own free and coluntary act and as the free and voluntary	
act of said Company, as Trustee as aforesaid, fo	or the uses and purposes therein set forth.	
• •	NOV 4 1987	
GIVEN under my hand and notarial seal	l. this	
	of my sevenali	
Form 1308	No n. I ablic	

2-4 FAMILY RIDER (Assignment of Rents)

CITICORP SAVINGS

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

LOAN NUMBER: 000954321

THIS 2-4 FAMILY RIDER is made this day of November , 19 87 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:

61.36 SOUTH RHODES, CHICAGO, ILLINOIS 60637

(Property Address)

2-4 FAMILY COVENANTS. In addition to the covonants and agreements made in the Security Instrument, Borrower and Londor further coverant and agree as follows:

- A. Use of Property; Compliance With Law. Borrower shall not seek, agree to make a change in the use of the Property or its zoning classification unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and require neats of any governmental body applicable to the Property.
- B. Subordinate Lie is Except as permitted by tederal law, Borrower shall not allow any lien interior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. Rent Loss Insurance. So rower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "Borrowers Right to Roinstrue" Deleted. Uniform Covenant 18 is deleted.
- E. Assignment of Leases. Upon Lendor's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with le uses of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E. the work "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Born wer shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lander's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a preach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider. (Seal) _ (Seal) XXXXXXX

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION NOT PERSONALLY, BUT AS TRUSTEE UNDER PROVISION OF A TRUST AGREEMENT DATED SEPTEMBER 15TH, 1987 AND KNOWN AS TRUST NUMBER, 103532-09

MULTISTATE 2-4 FAMILY RIDER - FNMA/FHEMC Uniform Instrument

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