# UNOFFICIAL COPY 77 3/3007

THIS INSTRUMENT WAS PREPARED BY: TABBLE DOOMAN

One North Dearborn Street

Chicago, Illinois 60602

ADJUSTABLE RATE MORTGAGE

CITICORP SAVINGS:

Corporate Office

One South Doarborn Street Chicago, Illinois 60603 Telephone (1 312 977 5000)

-88-529677

LOAN NUMBER: 001051580

THIS MORTGAGE ("Security Instrument") is given on November 10 1988 . The mortgager is (AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSCRIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 8TH, 1986 AND KNOWN AS  ${\rm TRUS}^p$  NO. 100514-07

("Borrower"). This S coulty Instrument is given to Citicorp Savings of Minois, A Fodoral Savings and Loan Association, which is organized and existing ander the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 80603. ("Lender"). Borrows Londer the principal sum of ONE HUNDRED SEVENTY FIVE THOUSAND AND 00/100-Dollars(U.S.\$175,000.00 ). This debt is evidenced by Borrower's note dated the similar date as this Security Instrument ("Note"), which provides for monthly payments, with the full dobt, if not paid earlier, due and payable on December 1, 2018

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, Berrower does hereby including, grant and convey to Lander the following described property located ier COOK County, Illinois:

LOTS 11 AND 12 IN BLOCK 4 IN THE SUBCIVISION OF BLOCKS 3 AND 4 IN JAMES ROOD JR'S SUBDIVISION OF BLOCKS 17 AND 20 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PURCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(LOT 12) PERMANENI' INDEX NUMBERS: 14-19-222-032

14-19-222-033

which has the address of

3730 NORTH PAULINA STREET

(Street)

CHICAGO

C/OPTS OFFICE

[City]

Minois

60613

("Proporty Address");

(20 thm)
TOGETHER WITH all the improvements new or hereafter erected on the property, and all easements, rights, appurtenances, ronts, royalties, mineral, oil and ges rights and profits, water rights and stock and all fixtures new 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 Society Instrument as the "Property."

BOBROWER COVENANTS that Dorower is lawfully seised of the estate hereby conveyed and has the right to medgage, grant and convey the Property and that the Property is unoncumbered, 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 covorants for national used and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

FORM 3014 12/03

Property of Cook County Clark's Office

. W. s. . •

UNIFORM COVENANTS for remaind by for case and greened by:

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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a fisderal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and the purpose for which each debit to the funds was made, accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sams secured by this Security Instrument.

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

Upon paymer, in full of all sams secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If or deeparagraph 19 the Property is sold or acquired by Lender, Lender shall apply, no Inter than immediately prior to the sale of the respecty or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against application as a credit of ainst the sums secured by this Security Instrument.

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

4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security' istrament, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall pre-right furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Portower shall premptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, \( \frac{1}{2} \), all proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forbiture of any part of the Property, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, as der may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the action, but forth above within 10 days of the giving of notice.

5. Hazard Insurance. Porrower shall keep the improvements of wexisting or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" or 7 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall in Jude's standard mortgage chaise. Lender shall have the right to hold the policies and renewals. If Lender requires, Barrower shall for mptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be appeted to restoration or repair of the Property dumaged, if the restoration or repair is economically finally feasible and Lender's security is (6) bescend. If the restoration or repair is not economically finally feasible or Lender's security would be lessened, the insurance proceed, shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to request a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to ray sums secured by Security Instrument, whether or not then due. The 30-day period will begin when the notice is giver.

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

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

7. Protection of Lander's Rights in the Property; Mortgage Insurance. If Borrower fields to perform the covenants and agreements contained in this Security Instrument, or there is a legal processing that may significantly affect Lander's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations), then Lander may do and pay for whatever is necessary to protect the value of the Property and Lander's rights in the Property. Lander's actions may include paying may sums secured by a lien which has priority over this Security lastanment, appearing in court, paying reasonable attorneys' fixes and entering on the Property to make repairs. Although Lander may take action under this paragraph 7, Lander does not have to do so.

Any amounts dishursed by Lender under this paragraph 7 shall become additional debt of Horrower 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 Londer to Horrower requesting payment.

Property of Cook County Clerk's Office

If Lender required workgage madrance as a constituted making the four 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

Loan Number:

001051580

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

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

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

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

- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of a new ization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's last not operate to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise mor's amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or to cover'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 Assir is Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind are renefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenance of Cagreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (17) is 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 S curity Instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may those to make this refund by reducing the principal awed under the Note or by making a direct payment to Borrower. If a record reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Sec.
- 13. Logislation Affecting Lender's Rights. If enactment or expiration of applicable has has the effect of rendering any provision of the Note or this Security Instrument unenforce the according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted 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 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 then given as provided in this paragraph.
- 15. Coverning Law; Severability. This Security Instrument shall be governed by federn intered the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security I istrument 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 Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

  17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, 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 conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums which  $\psi$  en 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 lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the paragraphs 13 oc 17. GDEORG SANNOS FORM 1623G 437 PAGE 3 Oc 17.

Zoan Number: 001051580 NON-UNIFORM COVERANTS. Borrower and Lender teither covenant and agree as follows:

19. Acceleration; Hamedios, Lender shall give notice to Borrower prior to acceleration following Borrower's broach of any coversation 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 dute, not less than 30 days from the date the notice is given to Berrower, 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 acculation of the notice shall further accurate by this Security instrument, loreclesure by judicial proceeding and sale of the Property. The notice shall further inform Borrower at the right to reinstate after accoleration and the right to assert in the foreclesure proceeding the nonexistence of a default or any other defense of Berrower to acceleration and ferecleaure. If the default is not cured on or belong the date specified in the notice. Lender at its option may require immediate payment in tell of all sums secured by this Security Instrument without further demand and may forcelose 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 attorneys' 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 redumption 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 rants of the Property including those past due. Any rants collected by Londer or the receiver shall be applied first to payment of the costs of management of the Property and collection of rants, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attornoys' foos, and then to the sums secured by this Security Instrument.

2). Rolonso. Upon payment of all sums secured by this Security Instrument, Londer shall release this Security Instrument

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

without change to borrower, contower shall pay any excontation costs.

22. Waiyor of Humanticad. Borrower waives all right of homestead exemption in the Property.

23. Ridors to this Security Instrument. It one or more notes 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 rider(s) were a part of this Security Instrument. [Check appheable box(cs)]

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X	Adjustable Pate Fade	Cor	dominium Rider	[X]	2-4 Family Ridor
	Oraduated Payment Fytar	Plai	anod Unit Development Rider		Adjustable Rate Mortgage
	Other(s) (specify)				Conversion Rider
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	NG BELOW, Borrower accepts		e terms and covenants contain	ned in this Socur	ity Instrument and in any
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BOX #165

This Morigage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise 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 nothing 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 accruir, hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly walved by the gage and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successor, and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder of the payment thereof, by the more or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the more converned of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the rearantor, if any.

IN WITNESS WHF CEOFT AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to a signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assist it, Secretary, the day and year first above written. AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO As Trustee as aforesaid and not personally ATTEST STATE OF ILLINOIS COUNTY OF COOK (\*\*. KAREN E. BURNS a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ... AICHAEL WHELAN G. BAKER ice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICARD. and BUZANNE G. BAKER ice-President of the AMERICAN NATIONAL BANK "OFFICIAL SEAL" GIVEN are bring bund and notarial . . A. D. 19. . . Notary Public, State of Illinois My Commission Expires 8/27/90 SOM CO

# -88-529677

### ADJUSTABLE RATE NOFFICIAL 20 PICORPOSAVINGS.

Cincorp Savings of Illinois
A Federal Savings and Loan Association
Loan Number 001051580

NOTICE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this 10th day of November , 19-88 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to secure Debt (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 "Lander"), of the same date (the "Note") and covering the property described in the Security Instrument and located at

3730 NORTH PAULINA STREET, CHICAGO, ILLINOIS 60613

Property Address

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

A. Interest Rate and Monthly Payment Changes					
The Note has an "Initial Actorest Rate" of	7.250	%. The	Note into	rest	rate may be increased or decreased on the
lst day of the month beginning on month(s) thereafter.	June	1	, 19	89	and on that day of the month overy 6
Changes in the interest rate v.e governed by one box to indicate Index.]	changes in a	un intere	st rate in	olex c	called the "Index". The Index is the: [Chee]

(1) 🔲 1	$^st$ The weekly average yield on $U$ at d States Treasury securities adjusted to a constant maturity of $-$	year(s), as made
	available by the Federal Reserve pourd.	

(2) 2 \*The weekly nuction average (invertment) yield on six menth United States Trensury Bills.

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In no event over the full term of the Note will the interest rate be increased more than Seven and 1/Gercentage points ( 7.5 %) from the Initial Rate of Interest.

Before each Change Date the Note Holder will calculate the new interest rate by adding percentage points ( 3 %) to the Current Infex However, the rate of interest that is required to be paid shall never be increased or decreased on any single Change Oute by more than One percentage points ( 1 %) from the cate of interest currently being paid.

If the Interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

#### B. Loan Charges

It could be that the laan secured by the Security Instrument is subject to a law which lets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the principal I owe under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

#### C. Prior Liena

If Lender determines that all or any part of the sums secured by this Security Instrument are subject v for which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in form satisfactory to Lender subordinating that lien to this Security Instrument.

#### D. Transfer of the Property

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) an increase in the limit on the amount of interest rate change over the full term of the Note, or all of these, as a condition of Lender's waiving the option to accelerate provided to paragraph 17.

By signing this, Borrower agrees to all of the above.

\*If more than one box is checked, or if no box is checked, and Lander and Borrower do not otherwise agree in writing the first Index annued will apply to Notes with Change Date one year or more apart and the Second Index will apply to Notes with Change Dates less than one year apart AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE

UNDER TRUST AGREEMENT DATED DECEMBER 8TH, 1986 AND KNOWN AS

TRUST NO. 100514-07

Property of Cook County Clerk's Office

## 2-4 FAMILY RIDER (Assignment of Rents)

#### CITICORP SAVINGS\*

Corporate Office One South Dearborn Street Chicago, Itlinoiz 80603 Tolophone (1 312) 977-5000

LOAN NUMBER: 001051580

THIS 2-4 FAMILY RIDER is made this 10th day of November , 19 88 , and is incorporated into and shall be deemed to amond 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 "Fonder") of the same date and covering the property described in the Security Instrument and located at:

3730 NORTH PAULINA STREET, CHICAGO, ILLINOIS 60613

(Property Address)

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lander further covenant 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 zening classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. Subordinate Liers. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected agains, the Property without Lander's prior written permission.
- C. Ront Loss Insurance. Acrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Creanant 5.
  - D. "Borrowers Right to Reinstrate" Deleted. Uniform Covenant 18 is deleted.
- E. Assignment of Leases. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing feases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the work "lease" shall mean "sublease" if the Society Instrument is on a leasehold.
- F. Assignment of Ronts. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agent; 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, Borrower 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 Landor gives notice of breach to Borrower: (i) all rents receiver by Borrower shall be held by Borrower as trustee for benefit of Landor only, to be applied to the sums secured by the Society Instrument; (ii) Landor shall be ontitled 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 Londor or Landor's agent on Landor'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.

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the torns and provision 2328 appears to the torns are to the torns and provision 2328 appears to the torns are to the torns are

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 8TH, 1986 AND KNOWN AS TRUST NO. 100514-07

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

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