THIS INSTRUMENT WAS PREPARED BY: HELEN DEANOVICH

One North Dearborn Street Chicago, Illinois 60602 CITICORP**O**SAVINGS"

MORTGAGE

08.0 May

Corporate Office

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

010020448 LOAN NUMBER:

TRAN 5385 02/14/89 10:28:00 # D *-B9-067240 T#4444 TRAI #4805 # ID COOK COUNTY RECORDER

February 189067240 THIS MORTGAGE ("Security Instrument") is given on 1989 The mortgagor is (STEPHEN D MARCUS and SUSAN B MARCUS, his wife

89067240

("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. ("Lendor"). Borrower ow'us Londer the principal sum of EIGHTY NINE THOUSAND ONE HUNDRED AND - Dollars(U.S.\$89,100.00 This debt is evidenced. by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2004

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance c. Be rever's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mongaye grant and convey to Lender the following described property located County, Illinois: COOK.

UNIT 5 H PRIME AS DELINEATED ON A SURVIY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 3, 4, 9, 10, 15 AND 16 (EXCLET FROM LOTS IN THAT PART TAKEN OR USED FOR DEARBORN STREET AND PLYMOUTH COURT) IN WALLACE AND OTHER'S SUBDIVISION OF BLOCK 135 IN SCHOOL SECTION ADDITIONAL TO CYTCAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MELIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS "EXHIBIT F." TO THE DECLARATION OF CONDOMINIUM RECORDED ON MARCH 19, 1980 AS DOCUMENT NUMBER 25396708 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH THE RESPECTIVE INDIVIDUAL PERCENTAGE INTEREST IN SAID PARCEL APPURTENANT TO SAID UNIT(S) VEXCEPTING THEREFROM ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREO: AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) AND ALSO THE RIGHTS AND FASEMENTS APPURTENANT TO SAID PARCEL AND THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF THE PROPERTY SET FORTH IN THE DECLARATION, EXCLUDING HEREFROM THE PIGHTS AND EASEMENTS RESERVED IN THE DECLARATION TO THE DECLARANT, ITS SUCCESSORS AND ASSIGNS.

PERMANENT TAX NUMBER: 17-16-407-021-1041 MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSICNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN AFOREMENTIONED DECLARATION.

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

which has the address of 727 SOUTH DEARBORN STREET #512 CHICAGO

(Street)

(City)

60605

("Property Address");

[Zip Code]
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 covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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UNIFORM COVERANTS. Burner and Language and L

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (e) 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 federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. 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 sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due thates 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's not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under example 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the V operty or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against application as a credit against the sums secured by this Security Instrument.

3. Application of Paymer a. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to acc 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 Secretly instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph?, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, to over shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the nen in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, agail proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Propert; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

All insurance policies and renewals shall be acceptable to Lender and shall in rade a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall ore notly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice at an insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Londer and Borrower otherwise agree in writing, insurance procesds shall be as a first to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance process 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 set any claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to possesse years and the property of the possesse of the proceeds to repair or restore the Property or to possesse years.

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

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

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest upon notice from Lender to Borrower requesting payment.

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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 tasurance 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 until 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 dual date 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 rmortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's sull 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 mortally amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or two rower'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 Assign Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the 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 Nate: (a) is co-signing this Security Instrument only to mortgage, grant and convey the same 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 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 choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a grand reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. Logislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforce ble 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 steps specified in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instructor, shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method, "he 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 Londer when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by feder at lary 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 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 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 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 haw 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 soms 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 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 or 17.

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Loan Number: 010020448

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

19. Acceleration; Remedies, Lendor 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 latture to cure the default on or before the data 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 after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or balars 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. Londer shall be enlitted to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

but not limited to, reasonable alterneys' less 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, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any ronts collected by Londer or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' less, 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. Waver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instruction, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants am agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(os))

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Adjustable Rate Rider	Condominium Rider	2-4 Family Ridor
Graduated Payment Cluor	Planned Unit Development Ride	и Г
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BY SIGNING BELOW, Borrower accepts an	d ap our to the forms and covenants co	ontained in this Security Instrument and in any
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	Susan & marce	
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day in person and acknowl	edged that thev sion.	ed and delivered the
said instruments as their purposes therein set fort	b	act, for the uses and
this 12t day of Fibrua	ly, 1989	and und official seal,
MA (COMMENTALL GAMELEAS)		C. J. Willow otary Public
NOREEN T. DILLON	N	otary Public
Notary Public, State of Illinois		
My Commission Expires 3/16/91		A STATE OF THE STA

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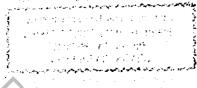
the Property and collection of rents, including, but not limited to, receiver's foes, promiums on receiver's bonds and reasonable automoys' fees, and then to the sums secured by this Security instrument, tenders to the sums secured by this Security instrument, bender alial release. Upon payment of all sums secured by this Security instrument, benders the Security instrument.

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by this Security Instrument without further demand and may foreclose this Security Instrument by tudicial preceeding. Londer shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, twit not limited to, reasonable alternays flors and costs of title evidence. or botone the date specified in the notice. Londer at its option may require immediate payment in full of all sums secured inform Borrower of the right to reinstate after acceleration and the right to assert in the feresteere proceeding the non-existence of a default or any other defense of Borrower to acceleration and foresteere. If the default is not cured on Acceleration; Remodes. Lender shall give notice to Berrower prior to acceleration following Berrower's broach of any covanant or agreement in this Security Instrument (but not prior to acceleration under peragraphs 13 and 17 unless applicable law provides atherwise.) The notice shall specify: (a) the detailt; (b) the action required to cure the date the notice is given to Berrower, by which the detailt in no observed in date specified in the notice may result in acceleration of the sums accurded by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further accurde by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Berrower of the tight to reinteleste after acceleration and the right to reinteleste after acceleration and the right to release proceeding the non-inform Berrower of the tight to reinteleste after acceleration and the right to reinteleste after acceleration and the right to reinteleste after acceleration and the right to receeding the non-inform Berrower of the right to reinteleste after acceleration and the right to release proceeding the non-

NON-UNIFORM COVENANTS. Borrower and Londer further coverant and agree as follows:

Loan Number: 010020448 5 2 9 0 6 5



Control Contro

1-4 FAMILY RIDERNOFFICIAL COPY CITICORPE (Assignment of Rents)

ACCOUNT #010020448

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

THIS 1-4 FAMILY RIDER is made this 1ST day of FEBRUARY , 1989, 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:

727 SOUTH DEARBORN STREET #512 CHICAGO, ILLINOIS 60605

(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Use of Property; Compliance With Law. Borrower shall not seek, agree to or 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 requirements of any governmental body applicable to the Property.
- B. Suborrinate Liens. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security instrument to be per ected against the Property without Lender's prior written permission.
- C. Rent Loss in surance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "Borrower's Right to Reinstate" Deleted. Uniform Covenant 18 is deleted.
- E. Assignment of Legios. 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 leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. Assignment of Rents. Borrowe, unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's gents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's igents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Corrower 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 ren's received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the occurity Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property, chall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and hris 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 tiking there is a breach. 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 1.4 Family Rider.

STEPHEN D MARCUS (Seal)	SUSAN B MARCUS (Seal)
(Seal)	(Seal)
Borrower	_Borrower

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CONDOMINIUM RIDER

Loan Number 010020448

CITICORP SAVINGS'

Corporate Office One South Dearborn Street Chicago, Illinois 60803 Telephone (1 312) 977-5000

THIS CONDOMINIUM RIDER is made this lst day of February and is incorporated into and shall be closined to anierid and supplement the Mongage, Deed of Trust or Security Deed (the "Socurity Instrument") of the same date given by the (widersigned (the "Burrower") 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

727 SOUTH DEARBORN STREET #512, CHICAGO, ILLINOIS 60605

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

727 SOUTH DEARBORN CONDOMINTUM

(Name of Condominium Project) (the "Cumitominium Project"). If the unions association or other antity which acts for the Condominium Project (the "Owners Association") holds title to property for the bonefit or use of its members or shareholders, the Property also includes Dorrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument. Burrower and Lender furth at Lovenant and agree as follows

- A. Condominium (Algations, Burrows shall parlorm all of Borrower's obligations under the Condominium Project's Constituent Documents The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project, (iii) by-laws, (iii) code of regulations; and (iv) other equivalent decuments. Borrower shall promptly pay, when due, all dues and assessmouts imposed pursuant to the Constituent Documents
- H. Hazard Insurance. So long as the Owners Association matritains, with a generally accepted insurance certier, a "master" or "blanket" policy on the como import Project which is satisfactory to Lender and which provides insulance coverage in the amounts, for the periods, and example the hazards Lander requires, including fire and hazards included within the term "extended coverage," then.
- (i) Limiter waives the provision in Unitorn Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (iii) Burrowar's obligation under Uniform colonals 5 to grainfain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy

Borrower shall give Lender prompt notice of any lepsy in inquired hazard insurance duverage.

In the event of a distribution of healed insurance placeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby a≴signed and shall be paid to Lender for application to the sums secured by the Security infirement, with any excess paid to Borrower

- C. Public Liability Insurance. Burrower shall take such acrons as may be reasonable to insure that the Owners Association inautians a public liability insurance policy acceptable in form, anount, and extent of coverage to Lender
- D. Condemnation. The proceeds of any award or claim for dampayor, direct or consequential, payable to Borrower in compution with any condemnation or uthur taking of all or any part of the Property, whether of the unit or of the communioluments, or for any conveyance in how of condemnation, are figurely assigned and stail be paid to Lander. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provides in Uniform Covenant 9
- E. Landor's Prior Consent. Burrower shall not, except alter nutice to Linker and with Lender's prior willian consent, either partition or subdivide the Property or consent to:
- (i) The chandonment or termination of the Condominium Project, except in youndownent or termination required by law in the case of substantial destruction by fire or other casualty or in the cast of infaking by condemnation or egunent domain
- (ii) any amondment to any provision of the Constituent Oocuments if the provision is for this express benefit of Lander.
 - (iii) Termination of professional management and assumption of self-management of the Origin Assuciation;

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(iv) any action which would have the effect of rendering the public liability insurance coverage mentained by the Owners Association unacceptable to Lender T. Remedies. If Borrower does not pay condominum dues and assessments when due, then Lender may pay them.

Any amounts dispursed by Lender under this paragraph if shall become additional debt of Borrower secured by the Security Instrument. Unless Burrower 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 potics from Lender to Borrower requesting payment. BY SIGNING BELOW, Borrower accepts and agrees to the terms and previsions contained in this Condominium Fider.

B. Maicus

Borrower

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