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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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, or proceeding in court, paying reasonable attorneys' fees and enclosing on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

6. Preservation and Maintenance of Property; Leasehold. 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.

5. Insurance. Borrower shall maintain and keep in force the insurance policies and proceeds resulting from 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 date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payment. If under paragraph 5 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from the Property shall pass to Lender to the extent of the sums secured by this Security Instrument. If Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall be in accordance with the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payment. If under paragraph 5 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from the Property shall pass to Lender to the extent of the sums secured by this Security Instrument. Immediately prior to the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payment. If under paragraph 5 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from the Property shall pass to Lender to the extent of the sums secured by this Security Instrument.

4. Changing Loan. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, 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 the third day of the month following the date of the obligation. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late 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.

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 attach 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 for future escrow items.

1. Payment of Principal and Interest; Prepayment and Late Charge. 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.

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89247861

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THIS DOCUMENT IS EXCISED BY DIANE B NOSEK, NOT AS MORTGAGOR, BUT SOLELY FOR THE PURPOSE OF EXPRESSLY WAIVING HOMESTEAD RIGHTS AND MARITAL RIGHTS AS HEREIN PROVIDED.

DIANE B NOSEK (Borrower) _____

Diane B. Nosek

FRANKLIN J NOSEK (Borrower) _____

Franklin J. Nosek

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in the Condominium Rider... (iii) formation of professional management and assumption of self-management of the Owners Association;

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

(v) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(vi) The abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(vii) Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(a) Public liability insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

(b) Hazard insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the form "extended coverage," the:

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

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds 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 and hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

(c) Public liability insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

(d) Hazard insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the form "extended coverage," the:

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(e) Hazard insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the form "extended coverage," the:

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(f) Hazard insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the form "extended coverage," the:

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89247861

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

CITICORP SAVINGS

Loan Number: 010023353

CONDOMINIUM RIDER

201 COLLEGE CROSSING, ROLLING MEADOWS, IL 60008
(Property Address)

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

TOWNHOMES OF COLLEGE HILL, II CONDOMINIUM

(Name of Condominium Project)

(The "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the form "extended coverage," the:

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

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(c) Public liability insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

(d) Hazard insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the form "extended coverage," the:

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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 30th day of May, 1989, 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 "Lender"), of the same date (the "Note"), and covering the property described in the Security Instrument and located at

201 COLLEGE CROSSING, ROLLING MEADOWS, IL 60008

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 interest rate of 9.125%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on December 1, 1989, and on that day of the month every 6 months thereafter. Changes in the interest rate are governed by changes in an interest rate index called the "Index". The index is the one box to indicate Index 1.

- (1) The weekly average yield on United States Treasury securities adjusted to a constant maturity of _____ year(s), as made available by the Federal Reserve Board.
- (2) The weekly auction average (investment) yield on six month United States Treasury Bills.
- (3) Other: _____

In no event over the full term of the Note will the interest rate be increased more than Five and 1/8 percentage points (5.125 %) from the initial rate of interest. Before each Change Date the Note Holder will calculate the new interest rate by adding Three and 3/8 percentage points (3.375 %) to the Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased on any Change Date by more than One percentage point (1 %) from the rate 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.

It could be that the loan secured by the Security Instrument is subject to a law which sets 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 exceed permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the principal owed 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.

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to laws which have priority over this Security Instrument, Lender may send Borrower a notice identifying that laws. Borrower shall promptly act with regard to that law 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.

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 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 in 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 Lender and Borrower do not otherwise agree in writing, the first index named will apply to Notes with change before one year or more apart and the second index will apply to Notes with change thereafter less than one year apart.

FRANKLIN J NOSIEK
-BORROWER-
(SEAL)

DIANE B NOSIEK
(SEAL)

THIS DOCUMENT IS EXECUTED BY DIANE B NOSIEK, NOT AS MORTGAGOR, BUT SOLELY FOR THE PURPOSE OF EXPRESSLY WAIVING HOMESTEAD RIGHTS AND MORTGAGE RIGHTS AS HEREIN

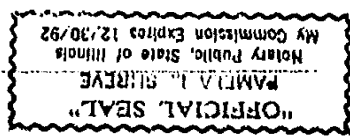
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BOX 4-1-66

(Space for Lender's and Borrower's Signatures)

Notary Public

Pamela L. Sillve

My Commission Expires: 12-30-92

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

30th MAY 1989

THE UNDERSIGNED FRANKLIN J NOSEK, MARRIED TO DIANE B NOSEK AND DIANE B, NOSEK, MARRIED TO FRANKLIN J, NOSEK

STATE OF ILLINOIS, COOK County

HEREIN PROVIDED, THE PURPOSE OF EXPRESSLY WAIVING NOSEK, NOT AS MORTGAGOR, BUT SOLELY FOR THIS DOCUMENT IS EXERCISED BY DIANE B

Diane B Nosek

FRANKLIN J NOSEK

Franklin J Nosek

BY SIGNING BELOW, Borrower agrees to the terms and covenants contained in this Security Instrument and in any

SEE RIDER'S ATTACHED HERETO AND MADE A PART HEREOF

- Adjustable Rate Factor [X]
Fixed Rate Development Factor []
2-4 Family Factor []
Adjustable Rate Mortgage Conversion Rider []
Other(s) []

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
18. 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) 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 after acceleration and the right to assert in the foreclosure proceeding the non-waiver of Borrower of the right to 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 rents collected by Lender 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 attorney's 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 recitation costs.
22. Waiver 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 Instrument, the covenants and agreements of 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))

89247861

Loan Number: 010023353

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