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FORM 41209 (A93)

EQUITY SOURCE ACCOUNT INITIAL REDUCED RATE RIDER

Citizens Federal Savings Bank
One South Dearborn
Chicago, Illinois 60603

92433436

Property of Cook County Clerk's Office

Borrower MARSHA G. MEZO-ZARSKI (SEAL)

Borrower DAVID E. ZARSKI (SEAL)

David E. Zarski

Rider

By signing below, Borrower accepts and agrees to the terms and provisions contained in this Initial Reduced Rate Rider and for the then outstanding Principal Balance in Borrower's Account. The term of Credit provided in paragraph 1(D) of the Security Instrument shall apply, and will be effective for only, during the Revolving Line of Credit Term, the Margin shall be ~~xxxxxxx~~ for the remainder of the Revolving Line of Credit Term of paragraph 1(D) of the Security Instrument, for the first seven years of the Notwithstanding the provisions of paragraph 1(D) of the Security Instrument, for the first seven years of the

*MINUS ONE-HALF PERCENT (-.50%)

139 NORTH ASHLAND AVENUE
LA GRANGE, ILLINOIS 60525

This Initial Reduced Rate Rider is made this 28th day of AUGUST, 19 90, 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 ("Borrower") to secure Borrower's Equity Source Account Agreement with Citibank, Federal Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at

444-095-8126

INITIAL REDUCED RATE RIDER
EQUITY SOURCE
ACCOUNT



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(C) **Agreed Periodic Payments.** During the Revolving Line of Credit Term and for the one hundred twenty-first (121st) Billing Cycle, you agree to pay on or before the payment due date shown on each periodic Billing Statement the Minimum Payment Due for that Billing Cycle. The minimum payment due is the sum of the following charges accrued or incurred in the Billing Cycle: (1) Finance Charges; (2) premiums for Optional Credit Life and/or Disability Insurance; (3) the Annual Fee; (4) all other fees and charges incurred pursuant to the Agreement except fees and charges charged to your Account at the inception of the Agreement as permitted by Paragraphs 1(B) and (C) of the Agreement; (5) principal necessary to reduce the Outstanding Balance of your account to your Credit Limit; and (6) any past due payments. The payment due date for each Billing Cycle is approximately twenty-five (25) days after the close of the Billing Cycle. During the Closed-End Repayment Term you agree to pay on or before the payment due date shown on each Periodic Billing Statement a minimum payment due computed in the same way as above, plus 1/240th of your Initial Closed-End Principal Balance (the Principal Balance owed by you to us at the end of the Revolving Line of Credit Term). If you have used an Equity Source Account check that has not been posted to your account as of the Conversion Date, as defined in the Agreement, and that check is subsequently paid by us as provided in paragraph 2 (C) of the Agreement, your minimum payment thereafter will include, instead of 1/240th of your Initial Closed-End Principal Balance, a fraction of the outstanding principal balance after payment of that check that has a numerator of 1 and a denominator equal to the number of Billing Cycles left in the Closed-End Repayment Term, so that your account is fully paid in substantially equal principal installments by the Maturity Date.)

(D) **Interest During the Revolving Line of Credit Term.** You agree to pay interest (a "Finance Charge") on the Outstanding Principal Balance of your Equity Source Account during the Revolving Line of Credit Term as determined by the Agreement.

The rate of interest ("Annual Percentage Rate") will be determined and will vary based upon a "Reference Rate". This Reference Rate shall be the prime rate of interest as published in the Money Rates Section of the Wall Street Journal on the first business day of each month, regardless of when such rates were quoted by the Commercial Banks to the Wall Street Journal. The Reference Rate is defined by the Wall Street Journal as the base rate on corporate loans at large U.S. Money Center Commercial Banks. In the event more than one Reference Rate is published by the Wall Street Journal for any applicable day, the lowest rate so published shall apply. In the event such a Reference Rate ceases to be published by the Wall Street Journal, we will select a new Reference Rate that is based upon comparable information, and if necessary, a substitute "Margin", so that the change in the Reference Rate results in substantially the same "Annual Percentage Rate" required under the previous Reference Rate.

The Reference Rate so determined shall be effective for any Billing Cycle that begins in that month. However, the Reference Rate effective for your initial Billing Cycle shall be determined in one of two ways. If your initial Billing Cycle Billing Date occurs in the same month as the effective date of this Agreement, the Reference Rate shall be the one determined on the first business day of the preceding month. If your initial Billing Cycle Billing Date occurs in the month after the effective date of this Agreement, the Reference Rate shall be the one determined on the first business day of the month in which the effective date of this Agreement occurs.

Your rate of interest ("Annual Percentage Rate") shall be the Reference Rate plus a "Margin" of ONE & 1/4 (1.25 %) percent for the applicable Billing Cycle.

Finance Charges will be assessed on a daily basis by applying the Daily Periodic Rate (the "Daily Periodic Rate" is the Annual Percentage Rate applicable to that Billing Cycle, divided by 365) to the Daily Principal Balance on your Equity Source Account for each day of the Billing Cycle in which there is an Outstanding Principal Balance.

(E) **Interest During the Closed-End Repayment Term.** You agree to pay interest (a Finance Charge) during the Closed-End Repayment Term on the Outstanding Principal Balance of your Equity Source Account which has not been paid beginning on the day after the Conversion Date and continuing until the full Outstanding Principal Balance has been paid. Your Outstanding Principal Balance at the beginning of the Closed-End Repayment Term is that sum disclosed on the periodic Billing Statement for your One Hundred Twenty First (121st) Billing Cycle as the Outstanding Principal Balance and is referred to herein as the "Initial Closed-End Principal Balance". If you make cash Equity Source Account checks that have not been posted to your account as of the Conversion Date, and those checks are subsequently paid by us, your Initial Closed-End Principal Balance will be increased on subsequent periodic Billing Statements to reflect such loans.

The rate of interest (Annual Percentage Rate) during the Closed-End Repayment Term will be determined and will vary based upon the Reference Rate described in the Agreement and in Paragraph 1 (D) hereof.

The "Current Reference Rate" is the most recent Reference Rate available sixty (60) days prior to each "Change Date", defined below.

Each day on which the interest rate effective during the Closed-End Repayment Term changes, and the first day of the Closed-End Repayment Term, is a "Change Date". Interest rate changes during the Closed-End Repayment Term will occur on the first day of the Closed-End Repayment Term and on the same day of the month every sixty (60) months thereafter.

The interest rate effective on the First Change Date will be the Current Reference Rate plus a Margin of ONE & 1/4 (1.25 %) percent. On each succeeding Change Date, we will determine the Current Reference Rate, and the new interest rate will be equal to the Current Reference Rate, plus the Margin of ONE & 1/4 (1.25 %) percent.

Each new interest rate will become effective with each Change Date, and will be reflected in the periodic Billing Statements immediately after that Change Date.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by you, we will pay on or before the day periodic payments are due under the Agreement until this Mortgage is released, a sum of funds (equal in amount to the sum of the taxes and assessments which may attain priority over this Mortgage) to pay household payments of ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are referred to herein as "Escrow Items." We may estimate the funds due on the basis of current data and reasonable estimates of 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 us if we are such an institution). We shall apply the funds to pay the escrow items. We may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless we pay you interest on the funds and applicable law permits us to make such a charge. You and we may agree in writing that interest shall be paid on the funds. Unless an agreement in writing or applicable law requires interest to be paid, we shall not be required to pay you any interest or earnings on the funds. We shall give to you, without charge, an annual 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 Mortgage.

If the amount of the funds held by us, together with the future monthly payments of funds payable prior to the due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at your option, either promptly repaid to you or credited to you in monthly payments of funds. If the amount of the funds held by us is not sufficient to pay the escrow items when due, you shall pay to us any amount necessary to make up the deficiency in one or more payments as required by us.

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10. *You're Not Released From Responsibility*: Forbearance by us for a period of time for payment or modification of amortization of the sums secured by this Mortgage granted by us to any predecessor in interest of yours shall not operate to relieve the liability of your original successor in interest. We shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by you or your successors in interest. Any forbearance by us in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. *Successor and Assigns Bound Joint and Several Liability; Co-Signers*: The covenants and agreements of this Mortgage shall bind and benefit our and your successors and assigns, subject to the provisions of paragraph 10. Your covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement or co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that we and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgagor's consent. Such a Mortgagor is identified below by executing this Mortgage as an "Other Owner" of the Property.

12. *Loan Charges*: If the Agreement secured by this Mortgage is subject to a law which sets maximum loan charges and that 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 you which exceeded permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

13. *Notices*: Any notice to you provided for in this Mortgage 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 you designate by notice to us. Any notice to us shall be given by first class mail to our address stated herein or any other address we designate by notice to you. Any notice provided for in this Mortgage shall be deemed to have been given to you or us when given as provided in this paragraph.

14. *Governing Law; Severability*: This Mortgage shall be governed by federal law and regulation and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

15. *Your Copy*: You shall be given one conformed copy of the Agreement and of this Mortgage.

16. *Prior Mortgages*: You covenant and agree to comply with all of the terms and conditions and covenants of any mortgage, trust deed or similar security instrument affecting the property *which has or may have priority over this Mortgage*, including specifically, but not limited to, timely making the payments of principal and interest due thereunder. Your failure to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, trust deeds or security agreements shall constitute a default under this Mortgage, and we may invoke the remedies specified in paragraph 20 hereof.

17. *Default*: (a) The occurrence of any of the following events shall constitute a default by you under this Mortgage: (1) failure to pay when due any sum of money due under the Agreement or pursuant to this Mortgage, or the Security Agreement; (2) your action or inaction adversely affects our security for the Agreement or any right we may have in that security; (3) you gave or give us any false or materially misleading information in connection with any loan to you or in your application for the Equity Source Account; (4) title to your home, the property, is transferred as more fully described in paragraph 19 below, or to any of you die.

(b) If you are in default under the Agreement or this Mortgage, we may terminate your Equity Source Account and require you to pay immediately the principal balance outstanding, any and all interest you may owe on that amount, together with all other fees, costs or premiums charged to your account. The principal balance outstanding under the Agreement after default shall continue to accrue interest until paid at the rate provided for in the Agreement and no default had occurred. In addition to the right to terminate your Equity Source Account and declare all sums immediately due and owing under the Agreement, in the event of a default, we shall have the right to refuse to make additional loans to you under the Agreement, reduce your Credit Limit. If we refuse to make additional loans to you after default, but do not terminate your account, you must notify us in writing if you would like to obtain further loans and can demonstrate that the conditions that led us to the default no longer exist.

18. *Right to Reduce Line of Credit*: We may, during the Revolving Line of Credit term, reduce your Credit Limit or suspend your credit privileges (refuse to make additional loans) if: (a) the value of your property drops significantly below the appraised value upon which the Agreement was based, in a material change in your financial circumstances giving us reason to believe that you will not be able to make the required payments; (b) governmental action precludes us from charging the Annual Percentage Rate permitted by the Agreement or governmental action adversely affects our lien priority such that the value of our security interest falls below 25 percent of your Credit Limit; (c) the cap on the maximum Annual Percentage Rate provided in the Agreement prevents us from increasing the Annual Percentage Rate to match one or more increases in the Reference Rate; (d) we are notified by our Regulatory Agency that continuing to make loans constitutes an unsafe and unsound practice; or (e) you are in default of any material obligation under the Agreement. If we refuse to make further loans to you, but do not terminate your Equity Source Account, you must notify us in writing if you would like to obtain further loans and can demonstrate that the conditions that gave us the right to refuse to make further loans has changed.

19. *Transfer of the Property*: If all or any part of the property, or an interest therein in whole (transferred by you or if the beneficial interest of any part thereof in any land trust holding title to the property is assigned, sold) or transferred, or if you or the title holding trust enters into Articles of Agreement for Deed or any agreement for installment sale of the property or the beneficial interest in the title holding land trust, without our prior written consent, excluding (a) the creation of a purchase money security interest for household appliances, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three (3) years or less not constituting an option to purchase, we may, at our option declare all sums secured by this Mortgage to be immediately due and payable.

20. *Acceleration Remedies*: We shall give notice to you prior to acceleration following your breach of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall further inform you of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, at our option, we may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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Upon payment in full of the debt secured by this mortgage, and termination of the Agreement, we shall promptly refund to you any funds held by us. If under paragraph 20, the property is sold or acquired by us, we shall apply, no later than immediately prior to the sale of the property or its acquisition by us, any funds held by us at the time of application as a credit against the sums secured by this mortgage.

The above and foregoing provisions contained in this paragraph 2 relating to payment by you to us of funds in escrow shall be excused so long as you are required on the date hereof, and continue after the date hereof, to make comparable payment of funds in escrow to the holder of a Note secured by a mortgage or similar security agreement on the property, which such mortgage or similar security agreement has priority over this mortgage. You agree to provide us with proof of payment of such funds in escrow.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Agreement and this mortgage shall be applied, first to the Finance Charge stated in your oldest past due periodic Billing Statement, if any, and then during the Closed-End Repayment Term to the fraction of the Initial Closed-End Principal Balance due for the same and then during the Closed-End Repayment Term to the fraction of the Initial Closed-End Principal Balance due on the next oldest past due statement, and then to successive past due statements until all past due Finance Charges and the fraction of the Initial Closed-End Principal Balance due are fully paid. The balance in past payments will next be applied to the amount stated due on the current periodic Billing Statement, in the following order: (1) non-advance premiums, authorized by the Agreement; (2) Finance Charge billed but not past due; (3) insurance premiums billed but not past due as of the current statement; and (4) any Outstanding Principal Balance. Any balance of payment will be applied to payment of all Finance Charges which accrue after the Periodic Billing Statement date and prior to the date payment was received by us. Any remaining amount will create a credit balance. Charges incurred pursuant to paragraph 7 hereof will be treated as Finance Charges for purposes of application of payments only.

4. Charges. You shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may be levied against this mortgage, and household payments or ground rents, if any. You shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, you shall pay them on time directly to the person owed payments. You shall promptly furnish us receipts evidencing the payments.

5. Hazard Insurance. You shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, any hazard included in the term "extended coverage" and any other hazard for which we require insurance. This insurance shall be maintained for the periods that we require, and for the term of the insurance. The insurance covering the improvements shall be chosen by you subject to our approval, which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to us and shall include a standard mortgage clause. We shall have the right to hold the policies and renewals. If we require, you shall promptly give to us all receipts of premium payments and renewal notices. In the event of loss, you shall give prompt notice to the insurance carrier and us. We may make proof of loss if not made promptly by you.

Unless we and you otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property economically feasible or repair is economically feasible and our security is not lessened. If the restoration or repair is not economically feasible, the insurance proceeds shall be applied to the sums secured by this mortgage, whether or not then due, with any excess paid to you. If you abandon the property, or do not answer within thirty (30) days proceeds to repair or restore the property or to pay sums secured by this mortgage, whether or not then due, the 30-day period will begin when the notice is given.

Unless we and you otherwise agree in writing, any application of proceeds to principal shall not exhaust or postpone the due date of the payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 20, the property is acquired by us, your right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to us to the extent of the sums secured by this mortgage immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leasehold. You shall not destroy, damage or substantially change the property, allow the property to deteriorate or commit waste. If this mortgage is on a leasehold, you shall comply with the provisions of the lease, and if you acquire fee title to the property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

7. Protection of our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this mortgage, or there is a legal proceeding that may significantly affect our right in the property, such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations, then we may do and pay for whatever is necessary to protect the value of the property and our rights in the property. Our action may include paying for sums secured by a lien which has priority over this mortgage, appearing in court, paying reasonable attorneys' fees and charges on the property to make repairs. Although we may take action under this paragraph 7, we do not have to do so.

Any amounts disbursed by us under this paragraph 7 shall bear interest from the date of disbursement at the rate provided in the Agreement and shall be payable, with interest, upon notice from us to you requesting payment.

If we require mortgage insurance as a condition of making the loan secured by this mortgage, you shall pay the premium required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with your and our written agreement or applicable law.

8. Inspection. We or our agent may make reasonable entries upon and inspections of the property. We shall give you 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 us.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this mortgage, whether or not then due, with any excess paid to you. In the event of a partial taking of the property, unless you and we otherwise agree in writing, the sums secured by this mortgage 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 you.

If you abandon the property, or if, after notice by us to you that the condormor offers to make an award or settle a claim for damages, you fail to respond to us within thirty (30) days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the property or to the sums secured by this mortgage, whether or not then due.

Unless we and you otherwise agree in writing, any application of proceeds to principal shall not exhaust or postpone the due date of the periodic payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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21. Possession. Upon expiration of the period of redemption following judicial sale, we (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 we or the Receiver collect 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' fees, and then to the sums secured by this Mortgage.

22. Release. Upon payment of all sums secured by this Mortgage, we shall release this Mortgage without charge to you. We shall pay any recordation costs.

23. Waiver of Homestead. You waive all right of homestead exemption in the property.

24. Trustee Exculpation. If this Mortgage is executed by an Illinois land trust, trustee executing this Mortgage as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by us and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Agreement secured by this Mortgage shall be construed as creating any liability on the trustee personally to pay said Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the agreement secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Agreement, but this waiver shall in no way affect the personal liability of any individual co-maker or guarantor of the Agreement.

Dated: AUGUST 28, 1990

IF MORTGAGOR IS AN INDIVIDUAL:

Individual Mortgagor DAVID E. ZARSKI
Individual Mortgagor MARSHA G. MEZO-ZARSKI

Other Owner

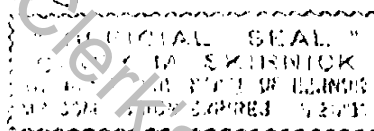
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID E. ZARSKI AND MARSHA G. MEZO-ZARSKI, HIS WIFE personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 28th day of August, 1990.

Notary Public

Commission Expires: 1-21-91



IF MORTGAGOR IS A TRUST:

not personally but solely as trustee as aforesaid

By:

ATTEST:

Its (Title)

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth, and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of 19

Notary Public

Commission Expires:

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John P. Pappas

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