THIS INSTRUMENT WAS PREPARED BY: DEBBIE BROOKS

One North Dearborn Street Chicago, Illinois 60602

CITICORP SAVINGS

ADJUSTABLE RATE

MORTGAGE

86899

90466553

Corporate Office

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

000978916 LOAN NUMBER:

88123841

THIS MORTGAGE IS BEING RERECORDED TO CORRECT THE LEGAL DESCRIPTION UNIT NUMBER FROM UNIT 3354 to UNIT 3354-A.

THIS MORTGAGE ("Security Instrument") is given on March 24 1988 . The mortgagor is (REGINA A LENZ, UNMARRIED HAVING NEVER MARRIED

("Borrower"). This Security Instrument is given to Citicorp Savings of Illinois, A Federal Savings and Loan Association, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrowcr owes Lender the principal sum of ONE HUNDRED THIRTY NINE THOUSAND TWO ). This debt is evidenced HUNDRED AND 00/100-Dollars(U.S.\$139,200.00 by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, il not paid earlier, due and pavable on April 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, Borrower does hereby riorizege, grant and convey to Lender the following described property located COOK County, Illinois: in

> UNIT 354 IN HAWTHORNE COURT TOWNHOME CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF REAL ESTATE: LOTS 1 TO 24 BOTH INCLUSIVE AND LOT 42 (EXCEPT THE SOUTH 16 FEET THEREOF PREVIOUSLY DEDICATED FOR PUBLIC ALLEY) AND LOTS 43 TO 48 BOTH INCLUSIVE, ALSO THE VACATED ALLEY LYING EAST OF A TO ADJOINING LOTS 1 TO 6 INCLUSIVE AFORESAID AND THE NORTH 9 FEET OF LOT 7 AFORESAID INCLUSIVE AFORESAID AND THE NORTH 9 FEST OF LOT 7 AFORESAID AND WEST OF AND ADJOINING THE NORTH 9 FEET OF LOT 42 AFORESAID AND ALL OF LOTS 43 TO 48 AFORESAID BOTH INCLUSIVE, ALL IN BLOCK 1 IN BAXTER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHI 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM CANERSHIP, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 87-333507, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS, AS SET FORTH IN SAID DECLARATION.

I.D. #14-20-414-001

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, 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 CO THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 24TH DAY OF 1988, A.D. MARCH

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ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

FORM 3014 12/83

CITICORP SAVINGS FORM 3633C 4/87 PAGE 1 OF 4

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FORM 3014 12/83

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and an objection appropriate the property. Together white white and gas rights and profile, water rights and stock and all fixtures now or hereafter erected on the property, and an object of the improvements and additions shall also be covered by this Security Instrument. All of the language a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the language is the language. It is televised in this Security Instrument as the "Property."

To the property of the language of the estate hereby conveyed and has the right to mortgage, grant as the lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and the lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and the lawfully last the lawfully seised of the estate hereby conveyed and has the right to mortgage.

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1. Payment of Principal and Antennet, Propayment of the Ath Colleges. Dort were shall pron

1. Payment of Principal and Microst, Prophyment will with Compass. Dothwer shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment 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 lensehold payments or ground rents on the Property, if any; (c) yearly bazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrew items." Lender may estimate the Funds due on the basis of current data and reasonable estimates future escrew 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 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 thorrower 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 cradits 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 Londer, 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 payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If an en paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against application as a credit paints the sums secured by this Security Instrument.

3. Application of Pay no de. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to 1 to 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. Borrows: shall my all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Sec wity Instrument, and leasehold payments or ground routs, if any. Borrower shall pay these obligations in the manner provided in payigraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall pre-aptly furnish to Londer all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Londer receipts evidencing the payments.

Borrower shall promptly discharge any lier which has priority over this Security instrument unless Borrower: (n) 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 i...,) and proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forbiture of any part of the Pri perty or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Londor 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 viw 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 process 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 mode a standard mortgage charse. Lender shall have the right to hold the policies and renewals. If Londer requires, Borrower shall promptly give to Lender all receipts of paid paraniums and renewal notices, in the event of loss, Borrower shall give prompt notice of the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lander's security is not bessened. If the restoration or repair is not economically feasible or Lender's security would be bessened, 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 Property of the claim, then Lander may does not answer within 30 days a notice from Londer that the insurance carrier has offered to settle a claim, then Lander may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property of a tray sums secured by Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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. If a der paragraphs 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; Louseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to detectorate 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' lies 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 torms 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 committee of making one loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Londer 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 Proporty 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 dugidate of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrager Not Released; Forbearance By Londer Not a Waiver. Extension of the time for payment or modification of ar ortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall 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 archit, amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forebearance by Lender in exercising any right or remedy shall not be a waiver of or presente the exercise of any right or remedy.
- 11. Successors and Assigns 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; sevenants revi agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) 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 Security Instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted so the 'the interst or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, there (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. It as efund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. Ingislation Affecting Lender's Rights. If enactment of expiration of applicable have has the effect of rendering any provision of the Note or this Security Instrument unertic coable according to its terms, Lender, at is 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 Instrument shall be given by delivering it in by mailing it by first call 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 Lendor, any notice to Lendor shall be given by first class mail to Lendor's address stated herein or any other address Lander designate by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Cander when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law 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 Lendor'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 Lander 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 arounded within which Borrower access page all some securifit by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain condition, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower; (a) pays bender all sums which then would be due under this Security Instrument and the Note had not acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's editation 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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Lopan Number: 000978916 NON-UNIFORM COVENANTS. Borrower and Londer further covenant and agree as follows:

19. Acceleration; Remedies. Lunder shall give notice to Borrower prior to acceleration following Borrower's broach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unloss applicable law provides otherwise.) The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall turther inform Borrower 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 of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Londer shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

but not limited to, reasonable attempts' focus and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time product to the expiration of any period of redumption following judicial sate, 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 inclinding those past due. Any ronts collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of ronts, including, but not limited to, receiver's fees, premiums on receiver's borness and reasonable attempts to the payment of the sums secured by this Security Instrument.

21. Rolease. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument

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

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Berrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall smoon and supplement the covenants and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument, [Check ap-

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Denise Guzzino Hotary Public, State of My Comercian Expires June 10, 1989

Citicorp Savings of Illinois
A Federal Savings and Loan Association
Loan Number 000978916

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 24th day of March , 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 "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

3354 NORTH CLIFTON AVENUE, CHICAGO, ILLINOIS 60657

Property Address

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

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The Note has an "Littial interest Rate" of 8.250 %. The Note interest rate may be increased or decreased on the day of the month beginning on April 1 , 19 89 and on that day of the month every 12 month(s) thereafter.

Changes in the interest rate rate governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

(1) 🖾 \* The weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year(s), as made available by the Federal Reserve coard.

In no event over the full term of the Note will the interest rate be increased more than Five and 3/4 percentage points ( 5.75 %) from the Initial Rate of Interest

Before each Change Date the Note Poller will calculate the new interest rate by adding percentage points ( 3 %) to the Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased on an single Change Date by more than Two percentage points

2 %) from the rate of interact currently being paid.

(2) 🗀 \* Other:

If the Interest rate changes, the amount of Borrower's monthly payment, 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 sets maximum han charges and that law is interpreted so that the interest or other loan charges collected or to be callected in connection with the loan exceed the permitted limits, then: (i) any such lean charge shall be reduced by the amount recessary 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 Lions

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to lien 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 scrare an agreement 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, Londor 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) a change in the Base Index figure, or all of these, as a condition of Lendor's waiving the option to accolerate provided in paragraph 17.

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

\*If more than one bux is checked or if no box is checked, and Lember and Borrower do not otherwise agree in writing, the first finlex maned will apply. \_\_\_(SEAL).

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# **CONDOMINIUM RIDER**

CITICORP SAVINGS

Loan Number: 000978916

Londer:

Or

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

THIS CONDOMINIUM RIDER is made this 24th day of March 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:

3354 NORTH CLIFTON AVENUE, CHICAGO, ILLINOIS 60657

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

HAWITHORNE COURT TOWNHOME CONDOMINIUM

(Namu 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 proporty for the benefit or use of its members or shareholders, the Proporty 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, Borrower and Lendel further covenant and agree as follows:

- A. Condomir, un 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 Froisc: (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all due's rind assessments imposed pursuant to the Constituent Documents.
- B. Hazard insurance. Strong 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 amounts, for the periods, and against the hazards Lender requires, including lire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twellth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under which 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 tapse 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 are 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 insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender
- D. Constamnation. The proceeds of any award or claim for de.n. gas, direct or consequential, payable to Borrower in commeton with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby exagned and shall be guild to dender. Shall processeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9
- E. 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:
- (i) The abandonment or termination of the Condominium Project, exact 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:
  - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express baneful of
  - (iii) termination of professional management and assumption of self-management of the Owners Association:
- (iv) any action which would have the offect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender hay pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condeminary Flater

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CONDOMINIUM RIDER

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