JNOFFICIAL COPY. PREPARED BY:

ANTONIO RODRIGUEZ 60603 CHICAGO, IL

90530026

RECORD AND RETURN TO: CITIBANK, FEDERAL SAVINGS BANK **BOX 165**

MITGE POX 370

MORTGAGE

010042956

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 24 , 1990
The mortgagor is RAYMOND L. JANOWIAK, JR., MARRIED TO LYNN JANOWIAK** AND RAYMOND L. JANOWIAK, SR. AND ROSEMARY JANOWIAK, HIS WIFE ('Borrower'). This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK which is organized and existing under the laws of

UNITED STATES OF AMERICA, and whose address is 1 SOUTH DEARBORN

CHICAGO, ILLINOIS 60603

("Lender").

Borrower owes Lender the principal sum of NINETY TWO THOUSAND

AND NO/100

92,000.00) This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. \$ Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2005 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, This Security Instrument secures to Lender: (a) the repayment of the debt evidenced advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Socurity Instrument and the Note. For this purpose, Borrower does hereby mortgage,

grant and convey to Lender the following described property located in

COOK
PARCEL 1; UNIT NUMBER 302 IN PINECREST CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE;

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION.
MORTGAGOR FURTHERMORE EXPRESSLY CRANTS TO THE 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 THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE I SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE THIS MORTGAGE IS PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

**LYNN JANOWIAK IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS 03-29-344-014-1007

225 EAST WING - UNIT 302 which has the address of

ARLINGTON HEIGHTS (City)

Illinois

60004

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all recements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and 😃 🕰 tures 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 use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. 20520026

UNIFORM COVENANTS: Borrower and Lender covenant and agree as follows:

1. 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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials £J. RI

Form 3014 12/83 Amended 5/87 **DPS 420**

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2. FUNDS for TAXES and MSURANCE. 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 of 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 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 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. 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. Lender shall give to Borrower, 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 Security Instrument.

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

Upon payment in rull of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under 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 No sums secured by this Security Instrument.

- 3. APPLICATION of PAYMEN'S Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied lirst, 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.
- 4. CHARGES; LIENS. Borrower shall have all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Forrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which har priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender. (b) contests in good faith the lien by, or defends against enforcement of the lier in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, 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 1D days of the giving of notice.

5. HAZARD INSURANCE. Borrower shall keep the improvements now 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 periods that Lender requires. The cigsurance carrier providing the insurance shall be chosen by Borrower subject to Londer's approval which shall not be Cynreasonably withheld.

All Insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give the Lender all proceedings of paid premiums and renewal notices. In the event of loss, Borrower shall give product notice to the insurance occurring and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security if not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds 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 offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this 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 under 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.

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.

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 insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

- 8. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 9. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is dutifized 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 Bo rower 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 such payments.

- 10. BORROWER NOT HE EASED; FORBEARANCE BY LENDER NOT a WAIVER. Extension of the time for payment or modification of amortization 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 modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's electroscore in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercicant any right or remedy.
- 11. SUCCESSORS and ASSIGNS BOUND, JOHAT 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 covenance and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the flots (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrume it, 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 in trament 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 aready 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 refund reducis principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. LEGISLATION 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 unenforceable 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 by 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 (iven by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice and 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 Parrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender 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 this 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.
- TRANSFER of the PROPERTY or a BENEFICIAL INTEREST in BORROWER. . . if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require 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 JE NATATE iff E orrower me to cartain conditions, corrower shall have the right to have
enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days for 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 judgment enforcing this Security Instrument. Those conditions are that Bo:rower. (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no 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 Porrower, 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 paragraphs 13 or 17.
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
19. 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) 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 FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND
THE RIGHT TO ASSART 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 BEFORE THE DATE
SPECIFIED IN THE NOTICE LENDER AT ITS OPTION MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED
BY THIS SECURITY INSTALLMENT WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY
JUDICIAL PROCEEDING. LEM'JER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 19, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF
TITLE EVIDENCE.
20. LENDER 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 entar 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 rolle tion of rents, including, but not limited to, receiver's fees, premiums on
receiver's bonds and reasonable attorneys' fee. and then to the sums secured by this Security Instrument.
21. RELEASE. Upon payment of all sums lecired by this Security Instrument, Lender shall release this Security
Instrument without charge to Borrower. Borrower shall)ay any recordation costs.
22. WAIVER of HOMESTEAD. Borrower waives all 1. The of homestead exemption in the Property. 23. RIDERS to this SECURITY INSTRUMENT. If one or core riders are executed by Borrower and recorded together
with this Security Instrument, the covenants and agreement of each such rider shall be incorporated into and shall amend
and supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security
instrument. (Check applicable box(es)) **LYNN JANOWIAV
IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS
Adjustable Rate Rider X Condominium Rider 1-4 Family Rider
Graduated Payment Rider Planned Unit Development Rider
Graduated Payment Rider Planned Unit Development Rider
Graduated Payment Rider Planned Unit Development Rider Other(s) (specify) SEE RIDERS ATTACHED HERETO AND MADE A PART NERFOF.
Graduated Payment Rider Planned Unit Development Rider Other(s) (specify) SEE RIDERS ATTACHED HERETO AND MADE A PART NERFOF. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
Graduated Payment Rider Planned Unit Development Rider Other(s) (specify) SEE RIDERS ATTACHED HERETO AND MADE A PART NERFOF.
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Graduated Payment Rider Other(s) (specify) SEE RIDERS ATTACHED HERETO AND MADE A PART NERFOF. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any sider(s) executed by Borrower and recorded with it. RAYMOND L. JANOWIAK, JR. /MARRIED. TO LYNN JANOWIAK RAYMOND L. JANOWIAK, SRBorrower Space Below his line for According departs: Seath Seat
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Graduated Payment Rider Other(s) (specify) SEE RIDERS ATTACHED HERETO AND MADE A PART NERTOF. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any elder(s) executed by Bosrower and recorded with it. RAYMOND L. JANOWIAK, JR. / MARBIED TO LYNN JANOWIAK Geall
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Graduated Payment Rider Other(s) (specify) SEE RIDERS ATTACHED HERETO AND MADE A PART NEREOF. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any sider(s) executed by Bosrower and recorded with it. RAYMOND L. JANOWIAK, JR. /MARRALED TO LYNN JANOWIAK —Bonower LYNN JANOWIAK —Bonower ROSEMARY JANOWIAK —Bonower Secret Below 1915 and for said county and state, do hereby certify that Lynn Janowiak, married to Raymond L. Janowiak, JR. /MARRIED TO LYNN JANOWIAK* RAYMOND L. JANOWIAK, JR. /MARRIED TO LYNN JANOWIAK* AND RAYMOND L. JANOWIAK, JR. /MARRIED TO LYNN JANOWIAK* AND RAYMOND L. JANOWIAK, JR. /MARRIED TO LYNN JANOWIAK* AND RAYMOND L. JANOWIAK, JR. /MARRIED TO LYNN JANOWIAK* AND RAYMOND L. JANOWIAK, JR. /MARRIED TO LYNN JANOWIAK HIS WIFE personelly known to me to be the same Person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE
Graduated Payment Rider Other(s) (specify) SEE RIDERS ATTACHED HERETO AND MADE A PART NEREOF. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any sider(s) executed by Borrower and recorded with it. ARIMOND L. JANOWIAK, JR./MARRIED TO LYNN JANOWIAK RAYMOND L. JANOWIAK, SR. —Berrower ROSEMARY JANOWIAK State of Illinois, COOK County SS: I, Richard S. Cisek for said county and state, do hereby certify that Lynn Janowiak, married to kaymond L. Janowiak, Jano
Other(s) (specify) SEE RIDERS ATTACHED HERETO AND MADE A PART HEREOF. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and In any rider(s) executed by Boyrower and recorded with it. RAYMOND L. JANOWIAK, JR. /MARBIED TO LYNN JANOWIAK —Borrower LYNN JANOWIAK —Borrower ROSEMARY JENOWIAK —Borrower ROSEMARY JENOWIAK —Borrower State of Illinois, COOK County ss: I, Richard S. Cisek — a Notary Public in and for said county and state, do hereby certify that Lynn Janowiak, married to knymond L. Janowiak, JR. MARRIED TO LYNN JANOWIAK ** AND RAYMOND L. JANOWIAK, JR., MARRIED TO LYNN JANOWIAK ** AND RAYMOND L. JANOWIAK, SR. AND ROSEMARY JANOWIAK ** AND RAYMOND L. JANOWIAK, SR., AND ROSEMARY JANOWIAK, HIS WIFE — personally known to me to be the same Person(s) whose name(s) ARE — subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE — signed and delivered the said instrument as HIS/HER — free and voluntary act, for the uses and purposes therein set forth.
Graduated Payment Rider Other(s) (specify) SEE RIDERS ATTACHED HERETO AND MADE A PART NEREOF. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any sider(s) executed by Borrower and recorded with it. ARIMOND L. JANOWIAK, JR./MARRIED TO LYNN JANOWIAK RAYMOND L. JANOWIAK, SR. —Berrower ROSEMARY JANOWIAK State of Illinois, COOK County SS: I, Richard S. Cisek for said county and state, do hereby certify that Lynn Janowiak, married to kaymond L. Janowiak, Jano

Notary Public (Se

My Commission Expines: OFFICIAL SEAL "
RICHARD S. CISEK
NOTARY PUBLIC. STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/29/93

Page 4 of 4

PARCEL 1; UNIT NUMBER 302 IN PINECREST CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE; LOTS 1 AND 2 IN BLOCK 4 IN DUNTON'S ADDITION TO ARLINGTON HEIGHTS NUMBER 2, IN THE EAST 1/2 NORTH OF RAILROAD (EXCEPT THE NORTH 20 ACRES) OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 87134655 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS. PARCEL 2; THE EXCLUSIVE RIGHT TO THE USE OF P-17 AND S-18, LIMITED AID A

OF COOK
COUNTY CIEFA'S OFFICE
F DA COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 87134655.

03-29-344-014-1007

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED OCTOBER 24, 1990 A.D..

90530026

UNOFFICIAL: COPY

CONDOMINIUM RIDER 010042956

THIS CONDOMINIUM RIDER is made this 24TH day of OCTOBER 1990 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 CITIBANK, FEDERAL SAVINGS BANK (the
"Lender") of the same date and covering the Property described in the Security Instrument and located at: 225 EAST WING - UNIT 302, ARLINGTON HEIGHTS, ILLINOIS 60004
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: PINE CREST
SAME OF CONDUMENT MEROPECT

(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 include: Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Oligations. 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 Froject; (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 is 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 fire and hazards included within the term "extended coverage," then:

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

(ii) Borrower's obligation under United a 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 element, 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 ections 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. Condemnation. The proceeds of any award or claim for dar pages, direct or consequential, payable to Borrower in connnection 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 assigned and shall be paid to Lender. Such proceeds 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, except for Wandonment 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 benefit of Lender:
 - ender:
 (iii) termination of professional management and assumption of self-management of the Qwners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance covereg; maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may 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 Gondominium Rider.

RAYMOND L. JANOWIAK, JR.

RAYMOND L. JANOWIAK, SR.

(Seal)

BORROWER

(Seal)

BORROWER

(Seal)

ARY SONOWIAK

MULTISTATE CONDOMINIUM RIDER - Single Family - FNMA / FHLMC UNIFORM INSTRUMENT

Form 3140 12/83