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RICK BLOSS (Mame)			•		•		•	•	•		•
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MORTGAGE

010039160 90330326

THIS MORTGAGE is made this ... 30THday of ...JULY 1990 ... between the Mortgagor, LINDA J. BATTAN, UNMARRIED, HAVING NEVER BEEN MARRIED(herein "Borrower"), and the Mortgagee, Citicorp Savings

thereof (here! "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid due and payable on .SEPTEMBER. 1, . 1993.....;

TO SECURE to Lander the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and Illinois:

LOT 78 (EXCEPT THE WEST 2 FEET) IN TAYLOR'S SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 AE.

SHEEL THAN EAST OF THE THIRD PRINCIFAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

メータガー スヤッション Of CHAIL PERSON

17-17-317-038

which has the address of .836 .SOUTH .BISHOP .

CHICAGO ICete I

(Street I Illinois 60607. ..., (herein "Property Address"); [Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights. appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage: and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully selsed 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

Charles Take & Hickory Block & Libert

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and the Mortgower Citagory Savings		THIS MORTGAGE is made this 2008	
t existing coder the tims of the United	o n, a corporation organized and [MT]	of Illinois, a Federal Savings and Loan Association States, whose address is 1.2002U DESAGE ULCAGO, ILLEBOIS 60503	Ç
, i.e. the spiritual state of the constants of the constants of the constants of the constant	allments of principal and inter	WHEREAS. Borrower is indebted to Lender in the which indebtedness is evidenced by Borrower's note thereof (herein "Note"), providing for monthly instact not sooner paid, due and payable on SEPRIMES.	
htte, vergredd eith fo edur y thoeth i sant. Bottov e eech heerby dens geween g	n accordance herewith m proteof of Borrower herein contained,	TO SECURE to Lender the repayment of the ind of all other sums, with interest thereon, advanced at the performance of the covenants and agreements of and convey to Lender the following described proper Illinois:	
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TOGETHER with all the improvements now or here mer errored on the policy and all the improvements now or here mer errored on the policy and all the improvements now or here mer errored on the policy and the improvements now or here mer errored on the policy and the continuents of the policy and the policy appartenances and reuse at of which shall be decimed to be and common parties progressed by the Merivanov and all of the foregoing, together with said property for the leavefield extance thin Sterngers are a havehold are hereinalter referred to as the "Property."

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PHINA SHORE BRIEGING STEPHERS

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender and not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 1/2 hereof the Property is sold or the Property is otherwise 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 the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall or as plied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeda of Trust; Charges: Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agree nent with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributed to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements row existing or hereafter erected on the Property Insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrover subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the forms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 10 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or requir of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or determation of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

UNIPORM COVENANTS, Borrover and Under of Authanda every ton two. I Use Payment of Principal and Interest, Borrower Shall morepty pay when due to

1. Payment of Principal and Interest. Borrower Shall promptly pay when the principal and one one of independenced by the Note and late charges as prosided in the Fore

2. Funds for Taxes and Insurance. Subject to applicable law or a written wanted by the developing of the Lander on the day monthly payments of principal and interest are payable acide the Normal distriction of the Normal Research (nother the Normal Research (nother) Funds) equal to one-twellth of the yearly trees and assessments (nother) consequence of planned unit development assessments, if any) which may attain priority over the Mortgary of the end to the Property, if any, plus one-twellfth of yearly premium installments for hazard nos trance plus one rather of a large premium installments for mortgage insurance, it any, all as reasonably estimate transfells in the time to time in Lander on the basis of assessments and bills and reasonable estimates thereof. Herewere that not be easily about no reasonable such payments of Eurobe to Lender to the extent that Borrower makes such payments to the ladder of a prior northing or deed of trust if such holder is an institutional lender.

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Upon payment in full of all sums secured by this Morrgage, Lender shoff properly retund to 3, the considerable beld by Lender. If under paragraph 17 hereof the Property is soft or the Araberty in the region 1, the acceptance of the Araberty of its acceptance of the considerable apply, no later than immediately prior to the sale of the Araberty of its acceptance of the lender at the time of application as a credit against the same accused to the the object against the same as no this best again.

3. Application of Payments. Unless applicable law provides atherword of payment of extress to the ender rice of the Note and paragraphs 1 and 2 hereof shall be applied by Legacy density on a compount passible elements. Burrower under paragraph 2 hereof, then to microst payable on by dote, and the element paragraph 2 hereof, then to microst payable on by dote, and the element painting of the 8 ce.

4. Prior Mortgages and Deeds of Trust; Chargest Livns borrow r shall narrow med of Borrows, a obligations, under any mortgage, deed of trust or other security agreement with a hear which has preceded in a borrower, including Borrower's covenants to make payments when due. Borrower shall pay or very no be a set all the examples assessments and other charges, fines and impositions attributable to the Property which may attain a priority insert this Mortgage, and leasehold payments or ground rent. it my.

5. Hazard Insurance. Borrower shall kee the improvements now existing or hereafter errors con the Propents insured against loss by fire, hazards included vithin the term "extended coverage", and such other hazards as I co termay require and in such amounts and for such periods as Lender may require

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6. Presention and Maintenance of Property; Leasehold.; Contominiums: Planned Unit Bevelopments. I'm rower shall neep the Property in good repair and shall not comen! wasse or permit and character to be the stand of the Property and shall comply with the provisions of any lease if this 51 maps is at a testional dichis to stand and acceptance of a decision of a condominium of a planned unit development. Becrower above preferred and testionary or property and or planned and regardation or coverants creating or governing the condominium or planned unit development, and constituent described.

7. Protection of Lender's Security. If Basecose this to perform that a common and accommentation or proceeding is commonwed expect or make the common tension of any action or proceeding is commonwed expect or make the common tension of a common to the common at Lender's option, upon notice to Bosecosmy make such as a continuous to the common tensional action as is necessary to protect funders in one to be the common and take such action as is necessary to protect funders in one to be produced and insurance as a condition of making the loan secured by this Mergage, Bosecosm that possible produce at the common to the common time at a constituent as the requirement by a communication as a constituent of supplicable law.

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8. Inspection, Lender may make or cause to be made ressorable on a son and expect to the their transfer provided that Lender shall give Borrower notice prior to any such in personal pecifying makes the ender the lender's interest in the Property.

9. Coademnation. The proceeds of any award or claims by standings described convergents of an some true of any condemnation or other taking of the frequery or post cross of the some convergence of a surface of the frequency of the frequency of the surface of th

10. Borrower Not Released Furbar mee by Leider to a Wairer Extension of the sums secured by this Morrgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor 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 the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or

11. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note. (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Lrw: Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attor tays" fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower stall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Sorrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (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 years or less not containing an option to purchase, Borrower shall cause to be stromitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. But or were will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted. Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such antion to accelerate. Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as folicies:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borre wer's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due of the specifying this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach 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 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 breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not timited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage. Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents: Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

- 19. Barrower Not Rebused: "observed by this Mortgage graved by I with a grave as a contraction of the sums secured by this Mortgage graved by I with a grave as a contract of a grave as a many manner, the liability of the original Beaucover and beaucover's succession into a fander shall not be required to commence proceedings against such successor a refuse to a refuse the commence proceedings against such successor a refuse to a refuse the contraction of the sums second by this Mostgoen by reason at a green and a refuse and Borrower's successors in interest. As a total grave by the law object of a rest beautiful beautiful by applicable law, shall not be a waiver of a profit de exercised and be a such type or remedy.
- 11. Successors and Assigns Bound; John and Severnf Linbiblity (Co-siguers) the concent's and it is expected shall bind, and the rights hereunder shall induce to, the respective successors and assigns at Emilia and Borrower, subject to the provisions of paragraph 16 hereof. All covenances and experienced Borrower who co-signs this Morryage, but does not even out the Nore, to be so significantly that horrower's interest in the Property (of even resolutive tentument). At a covenant on paragraph, grant and convey that Borrower's interest in the Property (of even resolutive tentument). At the paragraph is the on the Note or under this Mortgage, and fel agrees that the content, nodify forbear, or make any other accommodations with a gard to the exact of the exact of the Note without that Borrower's consent and without releasing that Borrower's modifying the Property.
- 13. Notice. Except for any notice required under applicable law to be given in another received a consequence becomes provided for in this Mortgage shall be given heldering at the best and in the consequence at the Property Address or at such after address of Borrower are need to be a consequence at the Property Address or at such after address of Borrower are need to any notice to Lender shall be given by entitled medical and of such as the form of the consequence of the consequence
- Mortgage shall be deemed to have been given to the reower or Lender when given a trum grace green and the last of the state and local lawer applicable of the Science of which the last of the state and local lawer applicable of the Science of which the froperty is located. The torogone sentence a shall not the continue of the located lawer and the continue of the continue of the Science of the Science of the Science of the Mortgage of the Science of the Science of the lawer of the Mortgage of the Science of the Science of the Mortgage of the Science of the science of the Mortgage of the Science of the Science of the Science of the Mortgage of the Science of t
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- 16. Transfer of the Property. If Borrower sells or t designs, part of the Pragady of the property in the continuation of a lien or encumbrance subjection destributes, the acceptance of a lien or encumbrance subjection destributes, the acceptance of lien of law upon the death of a joint tenant, or to the grant of not leaves of interest of the continuation of law upon the death of a joint tenant, or to the grant of not leaves of interest of interest of the continuation received by a continuation of the continuation of the
- If Lender, on the basis of any information obtained regarding the transformer reasonable for connect that I on the security may be hopaired, or that now is an unacceptable likelihood of a breach of secretary meant in this Mortgage, or if the required afformation is not submitted. I ended may declare the transformation is not submitted. I ended may declare the security of the ended this Adortgage in the unnicatedry days and payable. If Lender expression is an ended as the second and the confidence with paragraph the breach to necessive the specification is accordance with paragraph the breach is a necessary to the ended the theorem and or delivered within which there are not not the sensition of the trail to the sensition of such private the capitation of such private the capitation of such private, and constitute a recent decranic on Borrower, invoke any relative permitted by paragraph if hower.

NON-GNIFORM CO. TOWNS. Borrower and Louder fairther covenant our server (2019) v.

- 17. Acceleration Remedies. Except as provided in pacagraph to become standing a higher of the name of agreement of concepts the concepts to the concept of the concepts of the discrepancy of the concepts of the discrepancy of the concepts of the discrepancy of the concepts of the concep
- 18. Borrower's Breach, Romower shall have the right to have an electrone of the logic over the Morrower's breach, Borrower's bareline the right to have an open endines began to dealed the ender the proof of a judgment each map this Morrower if the Borrower plant to entry of a judgment each map this Morrower if the Borrower plant in the Line would be then due under this Morrower and the Borrower includes a course? This course is the ender the manual and entry of any other covenants or agreements of Borrower loss and in this Morrower and the Morrower in enforcing the covenants and encouraged the encourage of the ender the Morrower theorem in enforcing the covenants and encouraged the ender effect as if no acceleration had occurred.
- 19. Assignment of Renial Appointment of Receiver. As a little color to the correct Bornes of the bis solar and Lender the source of the Property provided that Bornessolar the color to the color to the color to the color of the Receiver the color to the

Upon acceleration and paragraph 17 tereof or abstruction and they roper yet enter stall be entitled to have a receiver appointed by a court to enter upon, take possession of ano manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITHESS WHEREOF, Borrower has executed this Mortgage.

BATTAN BATTAN

Given under my hand and official seal, this . .

.. day at . JULY

My Commission expires:

PATRICE MARCELL ANDERSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/29/94

Notary Public

Clart's Office

RECORD AND RETURN TO:

CITIBANK, FEDERAL SAVINGS BANK BOX 165

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

нэмдиа 8 —	LINDA J. BATTAN	
new attag		STATE OF ILLINOIS,, COOK,
seribed to the foregoing instrument	id acknowledged that . I c., signed a	! LNUA, J., BATTAN., UNHARRIE personally known to me to be the same per Pppeared before me this day in person, an tree voluntary act, for the uses and pu
.08.e1	1. this 30工程 day of . 立	Given under my hand and official seal
ry Public	Putu	My Commission expires: " CPP 101 A

RECORD AND RETURN TO:

CITIBANK, PEDERAL SAVINGS BANK BOX 165

1-4 FAMILY RIDERNOFFICIAL GORY CITICO (Assignment of Rents)

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

THIS 1-4 FAMILY RIDER is made this 30TH day of JULY . 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 (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:

836 SOUTH BISHOP, CHICAGO, ILLINOIS 60607

(Property Address)

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. Use of Property; Compliance With Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. Subord', ate Liens. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. Rent Loss ! isv/ance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Un'orin Covenant 5.
 - D. "Borrower's Right To Reinstate" Deleted. Uniform Covenant 18 is deleted.
- E. Assignment of Least's. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Sacurity Instrument is on a leasehold.
- F. Assignment of Rents. Borrower inconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's acents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Egrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Cocurity Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies period by the Security Instrument.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

LINDA J. BATTAN (Seal) (Seal) (Seal) (Seal)

(Assignment of Renis) JAIDIFICORPO

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THIS IN FAMILY RIDER IS reade this 30TH common to 0.011. This to 0.011. The common second into and shall be desired to arread a common to Margage Descript Descript to Device to Develop the instrument. Of the same date given by the undersigned of a "Borrower" to second the common to the order Sevengs of Illinois. A Federal Savings and Loan Association (the Leader!) of the same date so the evening the Empery country the Security Instrument and located at:

836 SOUTH BISHOP, CHICAGO, ILLINOIS 60607

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- 8. Subordinate Liens Except as permitted by federal law. Because and not uses any lice onered to any submitted to be perfected against the Property without Leader's proc. or two permission.
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- F. Assignment of Bents, Borcowin ancoundmonably isolged as a full of the contraction of the contraction of the Property Borcower authorizes Lender or Lender's agents to gent the contraction of the property to pay the rents to Lender or Lender's agent. However, 70 to 100 Statistics is stocking a force of the pay the rents to Lender or Lender's agent, However, 70 to 100 Statistics is stocking a force of the Security Instrument Gorcower that the force of the Security Instrument as the Assignment of the contraction of the co

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BY SIGNING CELOW, Burrower accepts and agrees to the terms and provisions contained in this 1-4 Family 6 dec.

(BRC):	LINDA J. BATTAN
1896	(ISO ⁽²⁾).