

**MORTGAGE
EQUITY SOURCE ACCOUNT[®]**
 This instrument was
prepared by CLARK JENNISON
CHICAGO, IL 60603

UNOFFICIAL COPY

CITIBANK

91652483

18⁰⁰/m

THIS MORTGAGE ("Mortgage") is made this 5TH day of DECEMBER, 1991 between Mortgagor,
NANCY A. OLSON AKA NANCY ANN OLSON AND ANDREW J. BENN AKA ANDREW JON BENN,
HER HUSBAND

(herein "You," "Your" or "Yours") and the Mortgagee, Citibank, Federal Savings Bank, a corporation organized and existing
 under the laws of the United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "We,"
 "Us" or "Our").

WHEREAS, NANCY A. OLSON AKA NANCY ANN OLSON AND ANDREW J. BENN AKA*
 is (are) indebted to us pursuant to an Equity Source Account Agreement ("Agreement") of even date hereof, additionally
 secured, if appropriate, by a Security Agreement and Collateral Assignment of Beneficial Interest in the land trust holding
 title to the property ("Security Agreement"), in the principal sum of U.S. \$ 10,000.00, (your "Credit
 Limit") or so much of such principal as may be advanced and outstanding, with interest thereon, providing for periodic
 installment payments of interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and
 charges for ten (10) years from the date hereof, thereafter, for periodic installment payments of 1/240th of the
 Outstanding Principal Balance (or such greater sum as necessary to fully repay the Outstanding Principal Balance in full in
 substantially equal installments of principal by the Maturity Date as more fully provided in paragraph 1 (C) hereof), interest,
 optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for twenty (20) years; all such
 sums, if not sooner paid, being due and payable approximately thirty (30) years from the date hereof (the "Maturity Date".)

To secure to us (a) the repayment of the Indebtedness evidenced by the Agreement, with interest thereon; the payment
 of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the
 performance of the covenants, and agreements herein contained in this Mortgage, and (b) the repayment of any future
 advances, with interest thereon, made to you by us pursuant to paragraph 7 hereof, (such advances pursuant to paragraph 7
 hereof of principal made after the date hereof being referred to as "future advances"), and (c) any "Loans" (advances of
 principal after the date hereof) as provided for in the Agreement (it being the intention of us and you that all such Loans
 made after the date hereof enjoy the same priority and security hereby created as if all such Loans had been made on the
 date hereof); and (d) the performance of your covenants and agreements under this Mortgage and the Agreement secured
 hereby. For this purpose, you do hereby mortgage, grant, convey and warrant (unless you are an Illinois land trust, in which
 case you mortgage, grant, convey and quit claim to us) the following described property located in the County of
COOK and State of Illinois: ANDREW JON BENN.

UNIT NUMBER 819-II IN OXFORD GLEN CONDOMINIUM AS DELINEATED ON A
 SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE WEST 135 FEET
 SEE ATTACHED RIDER FOR COMPLETE LEGAL

BOOK COUNTY

1991 DEC 12 PM 1:46 91652483

P.I.N. No. 14-08-419-051-1009

which has the address of 819 WEST GUNNISON

(street)

CHICAGO

ILLINOIS 60640

(herein "property address");

(city)

(state and zip code)

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances,
 rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of
 the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in
 this Mortgage as the "property."

You covenant that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and
 convey the property and that the property is unencumbered, except for encumbrances of record. You, unless you are an
 Illinois land trust, warrant and will defend generally the title to the property against all claims and demands, subject to any
 encumbrances of record.

You acknowledge that this Mortgage secures an Agreement that contains provisions allowing for changes in the interest
 rate, and that we may, prior to the maturity of the Agreement and subject to certain conditions, reduce the Available Line
 of Credit and/or require repayment of the total balance outstanding under the Agreement.

Covenants. You and we covenant and agree as follows:

(A) Payment of Principal and Interest. You shall promptly pay when due the principal of and interest accrued on the
 Indebtedness evidenced by the Agreement, together with any late charges or other fees, charges or premiums imposed by
 the Agreement, the Security Agreement, or by this Mortgage.

(B) Line of Credit Loan. This Mortgage secures a Line of Credit Loan Agreement. You will enjoy access to that Line
 of Credit during the first one hundred twenty-one (121) Billing Cycles assigned to your Account. Each Billing Cycle will be
 approximately one month. (Your initial Billing Cycle may be less than one month). The Revolving Line of Credit Term of
 the Agreement is therefore approximately ten (10) years long. You agree to repay the principal amount of the Loans
 advanced during the Revolving Line of Credit Term of the Agreement during the twenty (20) years commencing at the close
 of the Revolving Line of Credit Term. This repayment term is referred to herein and in the Agreement as the Closed-End
 Repayment Term. The total term of the Agreement secured by this Mortgage is therefore approximately thirty (30) years.

(C) AGREED PERIODIC PAYMENTS. During the Revolving Line of Credit Term and for the one hundred twenty-first
 (121st) Billing Cycle, you agreed to pay on or before the payment due date shown on each periodic Billing Statement the
 Minimum Payment Due for that Billing Cycle. The minimum payment due is the sum of the following charges accrued or
 incurred in the Billing Cycle: (1) Finance Charges; (2) premiums for Optional Credit Life and/or Disability Insurance; (3) the
 Annual Fee; (4) all other fees and charges incurred pursuant to the Agreement except fees and charges charged to your
 Account at the inception of the Agreement as permitted by Paragraphs 11 (B) and (C) of the Agreement;

Citibank Federal Savings Bank
 One South Dearborn Street
 Chicago, IL 60603

EQUITY SOURCE ACCOUNT/MORTGAGE

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FORM 3881D 4/80 DPS 1123

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If the amount of the funds held by us, 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, you shall pay to us any amount necessary to make up the difference in one or more payments as required by us.

The fund shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency [including us if we are such an institution]. We shall apply the funds to pay the escrow items. We may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless we pay you interest on the funds and applicable law permits us to make such a charge. You and we may agree in writing that interest shall be paid on the funds. Unless an agreement is made on the funds. We shall give to you, without charge, an annual accounting of the funds showing credits and debits to the funds and the purpose for which each debit to the funds was made. The funds are pledged as additional security for the sums secured by this Mortgage.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by us, you shall pay to us on the day periodic payments are due under the Agreement until this Mortagage is released, a sum ("funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Mortagage; (b) yearly leasehold payments of ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage premiums, if any. These items are called "escrow items". We may estimate the funds due on the basis of current and reasonable estimates of future escrow items.

Each new interest rate will become effective with each Change Date, and will be reflected in the payment due monthly after that Change Date.

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

Each day on which the interest rate effective during the Closed-End Repayment Term may change, and the first day of the Closed-End Repayment Term, is a "Change Date". Interest rates during the Closed-End Repayment Term may occur on the first day of the Closed-End Repayment Term and on the same day of the month every twelve (12) months thereafter.

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

(E) INTEREST DURING THE CLOSES-END REPAYMENT TERM. You agree to pay interest (a Finance Charge) during the Closes-End Repayment Term on the Outstanding Principal Balance of Your Equity Source Account until the day after the Conversion Date and continuing until the full Outstanding Principal Balance has been paid. Your Outstanding Principal Balance at the beginning of the Closes-End Repayment Term is that sum disclosed on the Periodic Billing Statement for Your One Hundred Twenty-Fifth (125th) Billing Cycle as the Outstanding Principal Balance and is referred to herein as the "Initial Closes-End Principal Balance." If you have used Equity Source Account checks that have not been cashed or deposited to your account as of the Conversion Date and those checks are subsequently cashed or deposited to your account, the Closes-End Principal Balance will be increased on subsequent periods of billing. The rate of interest (a Finance Charge) will be increased on subsequent periods of billing Statements to reflect such loans.

ONE - e 1/4
I. 25 (%) Percent for the applicable Billing Cycle.
Finance Charges will be assessed on a daily basis by applying the Daily Periodic Rate ("Daily Periodic Rate") is the Annual Percentage Rate applicable to the Billing Cycle, divided by 365) to the Daily Principal Balance on your Equity Source account for each day of the Billing Cycle in which there is an Outstanding Principal Balance.

Which of the following is an effective data set of this Agreement occurs.

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

a substitute "Margin", so that the change in the Reference Rate results in substantially the same "Annual Percentage Rate".

The trust business day of each month, regardless of when such rates were quoted by the Commercial Banks to the Street Journal, The Refinement Rate is defined by the Wall Street Journal as the base rate on corporate loans at large U.S. Money Center Banks. In the event more than one Refinement Rate is published by the Wall Street Journal for any applicable day, the lowest rate so published shall apply. In the event such a Refinement Rate ceases to be published by any bank, the Refinement Rate ceases to be published.

The rate of interest ("Annual Percentage Rate"), will be determined and will vary based upon a "Reference Rate". This Reference shall be the prime rate of interest as published in the Money Rates Section of the Wall Street Journal on the night before.

Outstanding Principal Balance of Your Equity Source Account during the Revolving Line of Credit Term as determined by

Instalments by the Maturity Date).

(5) Principal. The payment due date for each Billing Cycle is approximately twenty-five (25) days after the close of the Billing Cycles. During the Closed-End Repayment Term you agree to pay on or before the date shown on each Perforated Billing Statement a minimum payment due computed in the same way as above, plus 1/240th of your initial Closed-End Principal Balance owed by you to us at the end of the Revolving Line of Credit, if you have used an Equity Source Account that has not been posted to your account as of the Conversion Date, as defined in the Agreement, and that check is subsequently paid by us as provided in Paragraph 2 (C) of the Agreement, your minimum payment thereafter will include, instead of 1/240th of your initial Closed-End Principal Balance, a fraction of the outstanding principal balance after payment of that has a numerator of 1 and a denominator equal to the number in the Agreement, and that fraction will be multiplied by the amount of your initial Closed-End Principal Balance.

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Upon payment in full of all sums secured by this Mortgage, and termination of the Agreement, we shall promptly refund to you any funds held by us. If under paragraph 2, the priority is lost, or acquired by us, we shall apply, no later than immediately prior to the sale of the property or its acquisition by us, any funds held by us at the time of application as a credit against the sums secured by this Mortgage.

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

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by us under the Agreement and this Mortgage shall be applied, first to the Finance Charge stated in your oldest past due periodic Billing Statement, if any, and then (during the Closed-End Repayment Term) to the fraction of the Initial Closed-End Principal Balance due for the same Periodic Billing Statement. Payments will then be applied similarly to Finance Charges and the fraction of the Initial Closed-End Principal Balance due on the next oldest past due statement, and then to successive past due statements, until all past due Finance Charges and the fraction of the Initial Closed-End Principal Balance due are fully paid. The balance of your payments will next be applied to the amounts stated due on the current periodic Billing Statement in the following order: (1) insurance premiums billed and past due; (2) any Annual Fee which is due and payable; (3) any other charge, excluding insurance premiums, authorized by the Agreement; (4) Finance Charges billed but not past due; (5) insurance premiums billed but not yet past due as of the current statement; and (6) payment of any Outstanding Principal Balance. Any balance of payment will be applied to payment of all Finance Charges which accrue after the Periodic Billing Statement date and prior to the date payment was received by us. Any remaining amount will create a credit balance. Charges incurred pursuant to paragraph 7 hereof will be treated as Finance Charges for purposes of application of payments only.

4. CHARGES, LIENS. You shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. You shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, you shall pay them on time directly to the person owed payments. You shall promptly furnish to us all notices of amounts to be paid under this paragraph. If you make these payments directly, you shall promptly furnish to us receipts evidencing the payments.

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

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

Unless we and you otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damages, if the restoration or repair is economically feasible and our security is not lessened. If the restoration or repair is not economically feasible or our security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the property, or do not answer within thirty (30) days a notice from us that the insurance carrier has offered to settle a claim, we may collect the insurance proceeds. We may use the proceeds to repair or restore the property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

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

6. PRESERVATION AND MAINTENANCE OF PROPERTY ; LEASEHOLDS. You shall not destroy, damage or substantially change the property, allow the property to deteriorate or commit waste. If this Mortgage is on a leasehold, you shall comply with the provisions of the lease, and if you acquire fee title to the property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

7. PROTECTION OF OUR RIGHTS IN THE PROPERTY; MORTGAGE INSURANCE. If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or Regulations), then we may do and pay for whatever is necessary to protect the value of the property and our rights in the property. Our action may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the property to make repairs. Although we may take action under this paragraph 7, we do not have to do so.

Any amounts disbursed by us under this paragraph 7 shall become additional debt of yours secured by this Mortgage. Unless you and we agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate provided in the Agreement and shall be payable, with interest, upon notice from us to you requesting payment.

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

8. INSPECTION. We or our agent may make reasonable entries upon and inspections of the property. We shall give you notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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

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(b) If you are in default under the Agreement or this Mortgage, we may claim interest your equity source account and require you to pay immediately the principal balance outstanding, any and all interests you may owe on that amount, together with all other fees, costs or premiums charged to account. The principal balance outstanding under the Agreement after default shall continue to accrue interest until paid at the rate provided, or in the event of a default after the date of this Agreement, if you make a partial payment on the principal balance outstanding, the rate of interest shall not exceed the rate provided for in the Agreement.

17. **DEFALKT.** (a) The occurrence of any of the following events shall constitute a default by you under this Mortgage: (1) failure to pay when due any sum of money due under or in respect of this Agreement or the Mortgagage; (2) Your action or inaction adversely affects our security for the Agreements or purports to purport to this Mortgage; (3) You give us any false or materially misleading information in connection with any right we may have in that security; (4) title to your home, the property, is transferred as more fully described in paragraph 19 below; or (5) any of You die.

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

14. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by federal law and regulation and the law of the state where it is located. In the event that any provision or clause of this Mortgage or the jurisdiction in which the property is located, is declared illegal, such conflict shall not affect other provisions of this Mortgage and the agreement re declared to be severable.

15. YOUR COPY. You shall be given one copy of the Agreement and of this Mortgage.

13. NOTICES. Any notice to you provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail, unless app. cab a law requires otherwise, to the address set forth above. Any notice shall be directed to the property address or to our office address as designated by us. Any notice to us shall be given by first class mail to our office address or to any other address you designate by notice to us. Any notice to you shall be given by first class mail to your address as provided in the mortgage.

12. LOAN CHARGES. If this Agreement is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other charges collected or to be collected in
connection with the loan exceeds the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceed the charge to the permitted limit, we may choose to make this refund by reducing the principal owed under the terms of this Agreement or by refunding a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment of the principal charge under the Agreement.

11. SUCCESSOR AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Mortgage shall bind and benefit all and your successors and assigns, subject to the provisions of the Property, to pay the sums secured by this Mortgage as an "Other Owner" of the Property.

10. YOURS NOT RELEASED; FORBEARING BY US NOT A WAIVER. Extension of the time for payment of the sums secured by this Mortgage granted by us to any successor in interest of yours shall not operate to release the sums secured by this Mortgage from payment to the holder of this Mortgage or to any other party entitled to payment under this Mortgage.

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

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20. ACCELERATION; REMEDIES. We shall give notice to you prior to acceleration following your breach of any covenant or agreement in this Mortgage, but not prior to acceleration under paragraph 19 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the acts required to cure the default; (c) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall further inform you of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, at our option, we may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

21. POSSESSION. Upon acceleration under paragraph 20 or abandonment of the property and at any time prior to the expiration of any period of redemption following judicial sale, we (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon take possession of and manage the property and to collect the rents of the property including those past due. Any rents we or the Receiver collect shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

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

23. WAIVER OF HOMESTEAD. You waive all right of homestead exemption in the property.

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

Dated: DECEMBER 5, 1991

IF MORTGAGOR IS AN INDIVIDUAL:

Nancy A. Olson
Individual Mortgagor NANCY A. OLSON AKA NANCY ANN
OLSON

Other Owner

Andrew J. Benn
Individual Mortgagor ANDREW J. BENN AKA ANDREW JON
BENN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NANCY A. OLSON AKA NANCY ANN OLSON AND ANDREW J. BENN AKA ANDREW JON BENN, HER HUSBAND

personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE signed, sealed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 5th day of December, 1991

Commission Expires: *July 22, 1995*

"OFFICIAL SEAL"
JEAN L. LAZZARO

Notary Public, State of Illinois
My Commission Expires July 22, 1995

IF MORTGAGOR IS A TRUST:

not personally but solely as trustee as aforesaid

By: _____ (Title)

ATTEST:

Its _____ (Title)

STATE OF ILLINOIS)
) SS
COUNTY OF)

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

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

Commission Expires:

Citibank, Federal Savings Bank
One South Dearborn Street
Chicago, IL 60603

Notary Public

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DPS 1128

MAIL TO - Box 165

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Property of Cook County Clerk's Office

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RIDER LEGAL DESCRIPTION

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UNIT NUMBER 819-II IN OXFORD GLEN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE WEST 135 FEET OF LOT 51 LYING WEST OF WESTERLY LINE OF LINCOLN PARK AS DETERMINED BY DECREE OF CIRCUIT COURT CASE 322542 IN SNOW AND DICKINSON'S SUBDIVISION OF THE SOUTH 20 ACRES OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 88388613 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

14-08-419-051-1009

MORTGAGOR FURTHERMORE EXPRESSLY GRANTS 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 IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED DECEMBER 5, 1991 A.D.

91652483

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Property of Cook County Clerk's Office

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444-503-2751

12/4/83

1991

THIS CONDOMINIUM RIDER is made this 5TH day of DECEMBER 1991, 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:
819 WEST GUNNISON, CHICAGO, ILLINOIS 60640
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: OXFORD GLEN CONDOMINIUM
(Name of Condominium Project)

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

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

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

B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the 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 in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

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

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower 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. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection 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 10.

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 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;

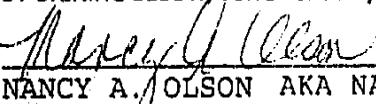
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect 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 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 Condominium Rider.


NANCY A. OLSON AKA NANCY ANN
OLSON

(Seal)

Borrower


ANDREW J. BENN AKA ANDREW
JON BENN

(Seal)

Borrower

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