UNOFFICIAL COPY (CITIBANCO)



MORTGAGE

30 Year Fixed

91102018

Ref.No.: 010053631

THIS MORTGAGE ("Mortgage") is made on April 12, 1991, between Mortgagor, Maywood Proviso State Bank Trustee, Trust Number 8615, Dated October 16, 1990, (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"). Borrower owes Lender the principal sum of

SEVENTY THREE THOUSAND SIX HUNDRED AND 00/100 Dollars (U.S. \$73,600.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with full debt, if not paid earlier, due and payable on May 1, 2021. This Security Instrument secures to Lender: (a) the repayment of debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOTS 19 ANY 29 IN BLOCK 141 IN MAYWOOD, BEING A SUBDIVISION IN PARTS OF THE SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLYNOIS.

P.I.N. No. 1: 15-14-109 011

P.I.N. No. 2:

DEFT-01 FE GP0106 419.29 194444 - See 4157 04/22/91 13:17:00 - \$2260 4 D - #6--\$ 1-1.\$2018 COOK LOURTY RECORDER

which has the address of 1100 South 7th Avenue, Maywood, IL 60153, (herein "property address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, rights, appurtenances, rents, royalties, mineral, cil 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 Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Troperty".

BORROWER COVENANTS that Borrower is lawfully seized 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 Fronerty against all claims and demands, subject to any encumbrances of

THIS SECURITY INSTRUMENT combines unif it covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

91192018

- 1. Payment of Principal and Interest; Prepayment and Late Crarges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepriment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to I 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 (a) Security Instrument; (b) yearly leasehold payments or 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 Fur de 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 accounts or verifying the serow 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, at a unual 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 full 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 the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, 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 pay 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 obligations 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. Borrower shall promptly furnish to Lender all notices or 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 has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the

Citibank, Federal Savings Bank One South Dearborn, Chicago, Illinois 60603

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loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from 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 reduces 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 given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herin or any other address Lender designates by notice to Borrower. 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 Cory, Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property of a Beneficial Interest in Borrower. If all or any part of the Property of any itnerest in it is sold or transferred (or if a per or cital 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 fulls to per these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. It Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discon in led at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment entoring this Security Instrument. Those conditions are that Borrower: (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; (1) pa/s all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (1) 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 Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occured. 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 co /enant and agree as follows:

- 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to exceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceluration 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 that 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 assert 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 Society Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender 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 enter upon, take possession of and manage the Bernard to get 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 i 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 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 Security Instrument.
- 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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lien by, or defends against enforcement of the lien 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 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvments 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 insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall 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 receipts of paid premiums and renewal notices. 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.

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 is 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 carrier has 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 (m) 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 price 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 Maintenunce 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 or 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 bankrupte), p obate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to prote it the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a list which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the respect to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other 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 in cloan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect witil 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. Letner 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 of consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of sindemnation, 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 adding 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 number 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 conde in or offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrower Not Released; 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 successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a walver of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and covey 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 Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the

My commission **S**epir**l**is: NOTAR PUBLIC My Commission Expires 9/25/93 Notary Public, State of Illinois Benaye Foster

day of -6T 16

Given under my hand and Notarial Seal this.

and voluntary act of said Bank, as Trustee as alovesaid, for the uses and purposes therein set forth. said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free Secretary then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant and delivered this said instrument as their own free and voluntary act and as the free and voluntary act of Assistant Secretary, respectively, appeared before me this day in person and acknowledge that they signed the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary of said Bank, who are personally known to me to be pun CVIP NEPROM JBHJ Trust Officer of the MAYWOOD-PROVISO STATE BANK, Tedin.

Tedin. JOHN P. STERNISHA

I, the undersigned, a Notary Public in for said County, in the State aforesaid 100 HEREBY CERTIFY,

COUNTY OF COOK

SLYLE OF ILLINOIS

"OFFICIAL SEAL"

Vasislval seckelvka

ATTEST:

REVE CORPORATE

WAYWOOD-FROVISO STATE BANK, as Trusteer

RECIPTO TRUST

known as trust number 8615

** under true Larcement dated October 16, 1990 and

affixed and attrated by its Assistant Secretary the day and year first above written.

personally this Mortgage to be signed by its Trust Officer and its corporate seal to be hereunto

IN WITNESS WHEREOF, MAYWOOD-PROVISO STATE BANK, as Trusteer as aloresaid and not

effect the personal liability of any co-signer, endorser or guaranter of said Note. hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way recovery on this Mortgage and the Note secured hereby shall be solely against and out of the property either express or implied therein contained, all such liability, it any, being expressly waived, and that any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants liability on MAYWOOD-PROVISO STATE BANK, as Trustect personally to pay the said Note or any right or security hereunder, that nothing herein or in said Note contained shall be construed as creating any expressly understood and agreed by the Lender herein and by every person now or hereafter claiming any Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is as aforesaid in the exercise of power and authority conferred upon and vested in it as such Trustee (and said This Mortgage is executed by MAYWOOD-PROVISO STATE BANK, not personally but as Trustee, **

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and

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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)] □ Adjustable Rate Rider □ Condominium Rider □ 1-4 Family Rider □ Graduated Payment Rider □ Planned Unit Development Rider □ Fixed Rate Assumption Rider □ Adjustable Rate Assumption Rider D Other(s) [specify] BY SIGNING BELOW, Borrower, accepts and agrees to the terms and covenants in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. TRUŠTEE Maywood Proviso State Bank, not personally, but as trustee under trust agreement dated October 16, 1990 and known as trust no. 8615 (Title) ATTEST: Its: (Title) State of Illinois } SS County of I, the undersigned, a Notary Public in any for said County, in the State aforesaid, DO HEREBY CERTIFY that President and Secretary, respectively, appeared before me this 47, 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 scal of said corporation, did affix the aid corporate scal 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 Notorial Scal this. A.D., 19_ Notar Public Commission Expires: ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT (Form 3014 12/83)

91192018

[Space Below This Line For Acknowledgement]

Property of Coof County Clerk's Office

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MAYWOOD-PROVISO STATE BANK, and Gail Nelson Assistant State aforesaid, do hereby certify that Vice President of Sternisha, Modery Public, in and for said County, in the Benaye Foster COUNTY OF COOK ** under trust agreement dated occober 16, 1990 and known as trust no. 8615 yllanoered fon bin blineeredu an seinester AA MAYWOOD-PROVISO STATE BANK aidt vratorder iblan 12th day of A.D. 19_91. Tiada - ail yd bongia od oi aineaeng eaedi beauco President and its corporate seal to be hereunto affixed and attested ATCG In Mitness Micrest, MAYWOOD-PROVISO STATE BANK, not personally but as Trustee ts aloresaid has liable for any action or non-action taken in violation of any of the covenants herein contained. to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be It is understood and agreed that MAYWOOD-PROVISO STATE BANK, individually or as Trustee, shall have no obligation or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein Trustee, and no personal liability or responsibility shall he assumed by, nor at any time be asserted or enforced against it, time is entitled to receive any of the rents, issues or profits of or from said trust property. This instrument is executed by MAYWOOD-PROVISO STATE BANK, as Trusted, solely in the exercise of the authority conferred upon it as said any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that the Trustee at no covenants, undertakings and agreements of the said Trustee, nor as any admission that the said Trustee is entitled to and all of the promises, convenants, undertakings and agreements herein made are not intended as personal promises, It is expressly understood and agreed by the parties bereto, unything contained to the contrary notwithstanding, that each This Assignment of Rents is executed by MAYWOOD-PROVISO STATE BANK, not personally but as Trustee only.

glary, Public, State of Minois Benaye Fosler OFFICIAL SEAL" My Commission expires: OTARY PUBLIC A, D. 19 91 to yab GIVEN under my hand and Notarial Seal this did affix said seal to said instrument as Trustee as aforesaid, for the uses and purposes therein set forth. own free and voluntary not and as the free and then and there acknowledged that as custodian of the corporate seal of said corporation, ацв as Trustee as aforesaid, for the uses and purposes therein set forth; and the said As sistant Secretary to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said delivered the said delivered the free and voluntary act and as the free and voluntary act of said corposations of said corporation, who are personally known to me to be the same paraons whose names are subscribed

Property of Cook County Clerk's Office

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1-4 FAMILY RIDER

(Assignment of Rents)

30 Year Fixed

Ref.No.: 010053631

THIS 1-4 FAMILY RIDER is made on April 12, 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:

1100 South 7th Avenue, Maywood, IL 60153

(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 desification, 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. SUBORDINATE 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 INSURANCE. Bor over shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
- D. "BORROWER'S RIGHT TO REINSTAT &" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with registrof 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 Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents—a 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 Sectify Instrument, Borrower 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 or ay.

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 Security 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 with pri 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 ray time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remady of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is pair to 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 remedier permitted by the Security Instrument.

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

Maywood Proviso State Bank, as trustee under trust agreement dated October 16, 1990 and known as trust no. 8615

MULTISTATE 1-4 FAMILY RIDER -- Fannie Mac / Freddie Mac Uniform Instrument (Form 3170 10/85)

1-4 FAMILY RIDER

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Property of Cook County Clerk's Office

Citibank Federal Sawings BK, One South Dearborn St. Cngo, 211 60603

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