MORTGAGE

Clubson, Federal Savings Bank. One South Dearhorn, Chlengo, Illinois 60603

92166294

3 Year ARM (Non-Convertible)

Ref.No.: 010070968

THIS MORTGAGE ("Security Instrument") is given on March 4, 1992. The mortgagor is Symeon Vekinis, and Antigoni Vekinis, his wife ("Borrower"). This Security Instrument is given to Citibank, Federal Savings Bank, which is organized and existing under the laws of the United States, with a location at One South Dearborn Street, Chicago, Illinois 60603 ("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$175,000.00).

This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2022. 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,

LOT 1 IN NAGEL AND KOEPPL'S RESUBDIVISION OF PART OF LOT 5 IN BLOCK 2 IN HOELZ' ADDITION TO ARLINGTON THEIGHTS, A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 42 NO PTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID NAGEL / NI KOEPPL'S RESUBDIVISION REGISTERED IN THE OFFFICE OF THE REGISTRAR OF TITLES OF COUR. COUNTY, ILLINOIS ON JUNE 6, 1968 LR2391585, IN COOK COUNTY, ILLINOIS.

P.I.N. No. 1: 03-20 301-061-688-0 P.I.N. No. 2: P.I.N. No. 2:

which has the address of 119 North Ha ward Avenue, Arlington Heights, IL 60004, (herein "Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 are referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrov er 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 Property against all claims and demands, subject to any encumbrances of

THIS SECURITY INSTRUMENT combines uniform avenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located RECORD. T \$35.00 ... 147777 TRAN 7922 03/13/92 15:05:00 ... 14820 ÷ G × 92-1.66294

UNIFORM COVENANTS. Borrower and Lender covenant an Lagree as followers, COUNTY RECORDER

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Borrower shall promptly pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal Lender's estimate, as described below, one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; any similar items which are commonly paid by borrowers to leaders, whether now or in the future in connection with a secured debt. These items described in (a)-(f) are called "Escrow Items".

The Funds shall be placed in an account ("Escrow Account") at an institution whose deposits fre insured by a federal or state agency, instrumentality or entity (including Lender if Lender is such an institution) or at any Federal Home Loan Bank. Lender may charge Borrower for holding and applying the Funds, analyzing the Escrow Account and verifying the Escrow Items, and Lender may require Borrower to pay a one-time charge to establish a real estate tax reporting service used or provided by the Lender in connection with this loan. Lender shall not be required to pay borrower any little est or earnings on the Funds.

Lender shall annually analyze the Escrow Account to determine the adequacy of the monthly Funds being collected for each Escrow Item; at its option Lender may analyze the Escrow Account more frequently. Lender shall estimate the amount of Funds needed in the Escrow Account, to pay future Escrow Items when due, on the basis of: (i) current data, including the anticipated disbursement dates for each Escrow Item; (ii) reasonable estimates of expenditures of future Escrow Items; (iii) the time interval between disbursements for each Escrow Item; and (iv) the amount of Funds in the Escrow Account for each Escrow Item at the time Lender analyzes the Escrow Account. Lender and Borrower agree that Lender's estimate of the amount of Funds needed in the Escrow Account is an approximate calculation. At any time if the amount of Funds in the Escrow Account for each Escrow Item will not be sufficient to pay each Escrow Item when due, Lender may notify Borrower in writing and may require Borrower to pay Lender the amount of the deficiency. Borrower shall be in default if, after receipt of notice from Lender, Borrower fails to timely pay Lender the amount of the deficiency. At Lender's sole discretion, Borrower may repay any deficiency in no more than 12 monthly payments. If Lender's Escrow Account analysis indicates that the Funds in the Escrow Account for each Escrow Item exceed the amount Lender estimates is needed to pay each future Escrow Item when due, Lender shall refund any such excess to Borrower within 30 days of the Escrow Account analysis. In addition to the Funds estimated as described above, and to ensure that the Funds in the Escrow Account will be sufficient to pay Escrow Items when due, Lender may require Borrower to maintain in the Escrow Account an additional balance of Funds not to exceed 2 monthly escrow payments.

Lender shall apply the Funds to pay the Escrow Items when due. Lender shall give to Borrower an annual accounting of the Escrow Account, showing credits and debits to the escrow Account and the purpose for which each debit from the Escrow Account was made. The Funds in the Escrow Account are pledged to Lender as additional security for all sums secured by this Security Instrument. Upon payment in full of all sums secured by this Security Instrument, Lender shall refund to Borrowers any Funds held by Lender. Such refund shall be made within 30 days of Borrower's payment of all sums secured by this Security. Instrument. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

Property of Coof County Clark's Office

Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum secured by this Security Instrument.

Lender's and Borrower's covenants and agreements under this paragraph 2 are subject to applicable state and federal law.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2 and any sums payable by Borrower to Lender in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 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 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 (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 or P or erty Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured again. loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance in hyding floods or flooding, whether or not identified or existing at the time the loan is made. 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 Borr', yer subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7

All insurance policies and renev als 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.

Insurance proceeds shall be applied to res'or tion or repair of the Property damaged if, in Lender's sole determination, 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 is sened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, while 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 sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, my application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in far graphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's rigit to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal resirience within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at lease one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beginned Borrower's control. Borrower's hall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Boric we, shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that, in Lender's good faith judgment, could result in forfeliure of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's Security Interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a may care such a default and tentstate, as provided in paragraph 10, by causing the action of proceeding to be dishusted with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. For rower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Lender (or failed to provide Lender with any material information) in connection with the loan with lenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and paying fees for periodic inspection of the Property. In addition to these actions Lender may enter on the Property to make repairs, change locks, replace or board-up doors and windows, drain pipes, eliminate building code violations or dangerous conditions, turn utilities on or off, or undertake whatever else is necessary to protect the value of the Property and Lender's rights in the Property. 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. In addition, subject to applicable law, Borrower agrees to pay Lender interest at the Note rate on all other sums secured by this Security Instrument which are due and unpaid.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect. If for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to



Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If subtantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and relain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of the Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

shall be paid to Lender.

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

If the Property is aband and doy Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for camages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is sufficized to collect are 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 plane as referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 Sect rity 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 Ir.s' ument 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 waiver of or preclude the exercise of any right or remedy.

Modifications of any of Borrower's or Lender's coven ints or agreements under this Security Instrument or the Note shall not: (i) act as a satisfaction, release or novation; (ii) change of it a fair Lender's security interest or lien priority in the Property; (iii) affect Lender's rights to prohibit or restrict future modified ion requested by Borrower, or (iv) affect Lender's rights or

remedies under this Security Instrument of the Note.

- 12. 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 assign o' 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 convey that Borrower's interest in the Property under the terms of this Security Instrument: (b) is not personally obligated to pay the sums secured by this Security 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.
- 13. Loan Charges, If the loan secured by this Security Instrument is subject to a row which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums 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 he lete 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.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery or by sending it by; (i) first class mail postage prepaid, or (ii) prepaid overnight delivery service, or (iii) an similar common or private carries or delivery method generally accepted in the locality where the property is located, 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 postage prepaid to Lender's address stated herein 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. Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property of a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

permitted by this Security Instrument without further notice or demand on Borrower.

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- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays I make all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 paragraph 17.
- 19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in viciotion of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to prain enance of the Property.

Borrower shall prome to give Lender written notice of any investigation, claim, demand, lawsuit or other action or any governmental or regulatory a concy or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remedication of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in the paragraph 20, "Is a Lous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides; volatile solvents, nativials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" neans federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrowe and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give not ce to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (far not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (c) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Forrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the node; 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 logicial 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 times secured by this Security 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 21, inclusing, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lend it shall release this Security Instrument. Subject to applicable law, Borrower shall pay a reasonable fee for the preparation of the conhe release document and shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property

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Property of Cook County Clark's Office

ADJUSTABLE RATE RIDER

3 Year ARM (Non-Convertible)

Rcf.No.: 010070968

THIS ADJUSTABLE RATE RIDER is made on March 4, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to

Citibank, Federal Savings Bank

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

119 North Harvard Avenue, Arlington Heights, IL 60004

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE. IF MY IP L'EREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE HIGHER. IF MY INTLATED ECREASES, MY MONTHLY PAYMENTS WILL BE LOWER.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an in tial interest rate of 7.2500%. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on April 1, 1995, and on that day every thirty-sixth (36th) month thereafter. Each date on which my interest rate could change is called a "Change Date".

Beginning on the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant muturity of three years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will the ose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE percentage points (3.0000 %) to the Current Index. The Note Holder will then round the cault of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate un. il the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance that I am expected to owe on the Change Date in full on the maturity date at my new interest rate in substantially equally payments. The result of this calculation is called the "Fili yayment Amount", and it will be the new amount of my monthly payment, subject to subsection (D) below.

(D) Limits on Interest Rate Changes

My interest rate is subject to the following limits if the appropriate box is checked:

The rate of interest I am required to pay shall never be increased or decreased on any sir gle Change Date by more than TWO percentage points (2.0000 %) from the rate of interest I have been paying for the proceeding 36 months.

My interest rate will never be greater than 14.5000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

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B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (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 falls to pay these sums prior to the expiration of this period, Lender ray invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Borrower Symeon Vekinis

Borrower Antigoni Vekinis

Property of Cook County Clerk's Office



ADJUSTABLE RATE ASSUMPTION RIDER

3 Year ARM (Non-Convertible)

73470642

Ref.No.: 010070968

THIS ASSUMPTION RIDER is made on March 4, 1992, 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 person whether one or more, (the "Borrower") to secure Borrower's Note to

Citibank, Federal Savings Bank

(the "Lender") of the same date covering the property described in the Security Instrument and located at:

119 North Harvard Avenue, Arlington Heights, IL 60004

(Property Address)

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

- A. ASSUMPTION. Any passon purchasing the Property from Borrower may assume full liability to repay Borrower's Note to Lender under the terms and conditions set out in this Assumption Rider.
- B. AGREEMENT. Lender may require the Purchaser to sign an assumption agreement, in the form required by Lender, which obligates the Purchaser to keep all the promises and agreements made in the Note and Security Instrument unless Lender releases Borrower in writing.
- C. APPLICABILITY. Lender is bound by these conditions and terms, as follows:
 - 1. This Assumption Rider applies only to the first transfer of the Property by Borrower and not to a foreclosure sale;
 - 2. Purchaser must be an individual, not a par nership, corporation or other entity;
 - 3. Purchaser must meet Lender's credit under it ing standards for the type of loan being assumed as if Lender were making a new loan to Purchaser;
 - 4. Purchaser shall assume only the balance due on the Note at the time of assumption for the term remaining on the Note;
 - If applicable, Borrower's private mortgage insurance coverage must be transferred to the Purchaser in writing, unless waived by Lender;
 - 6. If Borrower's Note has a conversion feature and Borrower nate ercised the right of conversion of this loan to a fixed rate loan from Lender, this Assumption Rider is void and Lender has no obligation to allow assumption by a Purchaser from Borrower, and
 - 7. Lender must reasonably determine that Lender's security will not be impaired by the loan assumption.
- D. ASSUMPTION RATE. Lender will allow assumption by Purchaser at Borre with Note interest rate in effect at the time of assumption.
- E. ADDITIONAL CHARGES. In addition, Lender may charge an amount up to one percent (1%) of the current Note balance and its normal loan closing costs, except the cost of a real estate appraisal.

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants of this Assumption Rider.

Borrower Symeon Vekinis

Borrower Antigoni, Vekinis

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24. 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 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 D Condominium Rider □ 1-4 Family Rider n Planned Unit Development Rider u Graduated Payment Rider □ Fixed Rate Assumption Rider Adjustable Rate Assumption Rider □ Second Home Rider 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. Symeon Yekinis Borrower Antigon State of Linois } SS County of I, the undersigned, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Symeon Vekinis, and A. f goni Vekinis, his wife personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as the r free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this "OFFICIAL SEAL" JENNY I ELFERS Notary/ Notary Public, Itale of Illinois My Commission Exp es 1/30/96 Commission Expires: HLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMEN . (Form 3014 12/83) [Space Below This Line For Acknowledge a ant]

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Property or Coot County Clerk's Office