UNOFFICIAL COPY...

Lose No. 4502200116 Propered By: MARGIE D. SHACKELFORD ST. LOUIS, MISSOURI

	30x 260
	Datal
MORTGAGE	
THIS MORTGAGE ("Security Instrument") is given in June 20th, 1994 The murigager is _ATENOGENES DIAZ AND MARIA R DIAZ, HUSBAND AND W	
	"Borrower"). This Security instrument is given to
CITIBANK, F.S.B. Hedge the laws of THE UNITED STATES OF AMERICA	, which is deganized and existing
12855 NORTH OUTER FORTY DRIVE ST. LOUIS, MISSOURI 63141 Borrower awas Lender the principal sum of	(*Lander*).
Fifty Bight Thousan/ Sive Hundred and 00/100	
	rr's note dated the same date as this Security Instrument a part reveals on 10ty 1st, 2024
("Note"), which provide for monthly payments, with the full debt, if not paid earlier, due This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by each excititionions of the Note, (b) the payment of all other sums, with interest, advance Security Instrument; and (r) the performance of Surrower's coverents and agreements to puppose, Secreward described in the following described.	the Note, with interest, and all renewals, extensions and under paragraph 7 to protect the security of this rules this Security Instrument and the Note. For this
COOK,	County, Illinola:
IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION & TOWNSHIP JB NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.	ATTUMMEYS' TITLE GUARANTY FUND, INC
PERMANENT INDEX NUMBER: 20-06-421-012-0000	
1	. 190014 TRAN 2082 04/30/94 1413510
County	COOK COUNTY RECORDER
	E _C
which has the address of 4629 SOUTH HONORE STREET	CHICAGO
(Secon) (Secon)	(Cuy)
(Zip Cole) TOGSTHER WITH all the improvements now or hereafter erected on the property or hereafter a part of the property. All replacements and additions shall also be covered referred to in this Security Instrument as the "Property". BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby convey the Property and that the Property is unencumbered, except for encumbrance generally the title to the Property against all claims and demands, subject to any encumbra	by this Security Institutions. All of the foregoing is conveyed and has the right to arranges, grant and is of record. Borrower warmer, we will defend
THIS SECURITY INSTRUMENT combines uniform coverants for national use unladiction to constitute a uniform security instrument covering real property.	and non-uniform covenants with likely at variations by
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest: Prepayment and Late Charges.	Burrower shall promptly pay when due the principal of
rayment of emicipal and interest; crepayment and take Charges. Ind interest on the debt evidenced by the Note and any prepayment and late charges due t	

2. Funds for Taxes and insurance. Subject to applicable law or to a written waiver by Lender, Bostower shall pay to Lander on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Punds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flow! insurance premiums, if any; (e) yearly mortgage insurance premiums of any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraphs 8, in lieu of the payment of mortgage insurance premiums. These items are called "Excrow Items." Lender may, at any time, collect and hold Funds in an anount not to exceed the maximum amount a lender for a federally related mortgage loss may require for Sorrower's excrow account under the federal Real Estate Sentement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2501 of seq. ("RESPA"), unless another law that applies to the Punds set a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable astimates of expenditures of future Elector litera or otherwise in accordance with applicable law.

The Punts shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entiry (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Punds to pay the Racrow terms. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the excrow account, or verifying the Hacrow Items, unless Lender pays Borrower interest on the Funds and applicable law pentits Lender to sake such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable haw requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

ILLINOIS -Single Pamily -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT GFS Form - G000022

Form 3014, 9/90 1 144 B

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Property of County Clark's Office

If the Punds held by Lender exceed the amounts permitted to be held by applicable law. Lender thall account to illurrower for the excess Punds in accordance with the requirements of applicable law. If the smount of the Punds held by Lender at any time is not sufficient to pay the Escruw Isems when due, Lender may so residy Borrower in writing, and, in such case Borrower shall gay to Lender the amount secessary to make up the deficiency. Borrower shall make up the deficiency is no more than reside monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lember shall promptly refund to Borrower any Punds held by Lember. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Punds held by Lender at the time of acquisition or sale as a credit against the same secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; 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 reaseer provided in peragraph 2, or if not poid in that manner, Borrower shall pay them on time directly to the pecone owed payment. Burrower shall promptly furnish to Lander strategy in the pelot under this paragraph. If Borrower makes these payments directly, Burrower shall promptly furnish to Londer receipts evidencing the payments.

Horrower shell 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 and 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 Property Insurance. Burrower shall keep the improvements now existing or hereafter erected on the Property Insured against loss by fire, learnest included within the term "extended coverage" and any other baseris, including floude or flooding, for which Leader requires insurance shall be maintained in the amounts and for the periods that Leader requires. The insurance carrier providing the insurance will be chosen by Burrower subject to Leader's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage, see their above, Leader may, at Leader's option, obtain coverage to protect Leader's rights in the Property in accordance with paragraph 7.

All insurance policies and recivels shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and receivals. If Exister requires, iterrower shall promptly give to Lender all receipts of paid premiums and receival motices. In the event of loss, Burnower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by iterrower.

Unless Lender and Borrower other rise serves 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 leavened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any exce a part to Borrower. If Borrower shandons 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 restors 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 welling, e.g. application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 cochange the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Fatte ment 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 residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence of at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which content shall not be unreasonably withhely, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, daraage or impair the Property of valves extenuating circumstances exist which are beyond Borrower's control. Borrower shall be in default if any forfeiture action or proceeding, whelf excivil or criminal, is begun that in Lender's good faith determination integral impair risk Borrower has control and the Property or otherwise materially impair risk Borrower has curity instrument or Lender's accurity interest. Borrower nay cure such a default and reinstate, as provided in paray agh 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes furtier of the Borrower shall also be in default if Borrower, during the loan application process, gave materially faise or inaccurate information or statements of Lender (or failed to provide Lender with any magnetial information in connection with the loan evidenced by the Note, including, but roll limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lessehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee tille to the Property, the leasehold and the fee alle shall not merge unless Lender agrees to the merger in writing.

 7 Proceeding of Leasehold Status and the Content of the Content of
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverage 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 bentrapicy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and ply for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include payon, any sums secured by a lien which has priority over this Security Instrument, appearing in court, psyling reasonable attorneys' fees and entering on the Property to make repeirs. 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 shell become additional debt of Borrower secural by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall beer interest from the delay of disbursement at the Note rate and shall be payable, with interest, upon notice from Lander to Borrower requesting payment.

- 8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by his Security instrument, Sorrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, its new reason and 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 cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previously being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurar 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.

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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 Storrower. In the event of a partial taking of the Property in which the fair market value of the Property instructionary before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Surrower and Lender otherwise agree in writing, the same secured by this Security Instrument that he reduced by them to the proceeds multiplied by the following fraction: (a) the total amount of the same secured immediately before the taking. Any believe shell be paid to Sorrower. In the syste of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the same secured immediately before the taking, unless Sorrower and Lander otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the same secured by this Security Instrument whether or not the same are then due.

I) the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condension 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 authorised to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the same secured by this Security Instrument, whether or not then due.

Unless Lorder and Burrower enterwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in peragraphs 1 and 2 or change the unusual of suck payments.

- If a Borrower Not Released, Forbearance By Lender Not a Walver.

 Restation of the time for payment or modification of amortization of the time for payment or modification of amortization of the time for payment or modification of amortization of the time for payment to release the liability of the original floreness or Borrower's successors in interest. Exader shell not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the state sectored by the Receitly Instrument by reason of any remaind made by the original bioreness or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remainly shall not be a welver of or preclude the exercise of any right or remainly.
- 12. Successors and had an Boundy Joint and Several Liability) Co-signers. The coverants and agreements of this Security Instrument shall bind and henefit the processors and assigns of Lender and Rorrower, subject to the provisions of paragraph 17. Borrower's coverants and agreements shall be joint only several. Any literower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument (o) by a mortgage, giant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personably obligated in pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, for say 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 law which sets meximum loan charges, and that law is limity interpreted so that the interest or other turn 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 set mount accessary to reduce the charge to the permitted limit; and (b) any sums already collected from Horrower which exceeded permitted arms will be refunded to Biorrower. Lender may choose to make this refund by reducing the principal awad under the Note or by making a correct payment to Biorrower. 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 Bierower provided for in this facurity instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The action shall be directed to the Property Address or any other address Biorower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to 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 go art ad 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 which will 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 the Security Instrument.
- 17. 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 per and without Lender's prior written consent, Lender may, at its option, require immediate payment in full of an sums secured by this Security Interement. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Interement.

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 the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the factority Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have and cement of this Security Instrument discontinued at any time prior to the earlier of: (a) 3 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of tale contained to this Security Instrument; or (ii) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lander all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) sums any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same 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 occurred. 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 Institution) 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 Institution. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change is 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.

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20. Hazardous Substances. Burrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Burrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Baviroamental 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 approprieto to normal residential uses and to maintenance of the Property.

Burrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardsua Substance or Saviconomical Law of which Sorrower has actual Encoving. If Sorrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardsua Substance affecting the Property is necessary, Sorrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Bavirnamental Law and the following substances: gasoline, herosens, other flamenable or toxic permises products, toxic perticites and herbicides, volatile solvents, meterials containing ashestes or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lander further covenant and agree as follows:

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (2) the default; (b) the action required to cure the default; (c) a date, not loss than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that fallers 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 salt of the Property. The notice shall further inform Borrower of the right to releasts after acceleration and the right to assert in the well-outer proceeding the non-estatence 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 suns 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, including, but not imited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon pay sent of all some secured by without charge to Borrower. Horrow:r s'all pay any recordation costs.	this Socurity Instrument, Lender shall rel	case this Security Instrument
23. Waiver of Homestead. Berniwer waives all right	of homestead exemption in the Property.	
24. Riders to this Security Instrument. If one or more Instrument, the covenants and agreements of each such the shall be in agreements of this Security Instrument as if the rider 4) we're a part of the [Chech applicable box(45)]	riders are executed by Morrower and recur corporated into and shall amond and supple its Security Instrument.	ried together with this Security ment the covenants and
	enintum Alder	1-4 Pamily Rider
Graduated Payment Rider	d Unit Development Rider	Diweekly Payment Rider
☐ Balloon Rider ☐ 2 ate 5	provement Kider	Second Home Rider
Chher(s) [specify] ESCROW RIDER		
BY SIGNING BILLOW, Borrower accepts and agrees to the risler(s) executed by Borrower and recorded with it.	terms (art covenants contained in this Sec	urity Instrument and in any
Witnesses:	APX	حار
•	XTENOGENES PA	· Borrower
	(C) (D)	555-78-8784
	Maria 1	an (Seel)
	MARIA II DIAZ	354-86-8857
		-Borrower (Beed)
(Carea Balan This	Line For Acknowledgment	Binfruwer
(space season 100	Cook	
STATE OF HEINOIS, underscared	County ss:	
I, CACL DAGGES DIAZ AND MARIA R DIAZ	a Notary Public in and for said	county and state, do hereby certify
THE PRODUCTION OF THE PROPERTY	and a state of the	
la/are subscribed to the foregoing instrument, appeared before me this de	, personally known to me to be th sy in rerson, and acknowledged that ho/shell	a rame barrow'ri annoe name'ri
signed and delivered the said instrument as	free and voluntary act, for the use	a And purposes therein set forth.
Given under my hand and official seal, this 20th	day of 1994	
My Commission expires: 10 (3/95 "OFFICIAL SEAL"	Tack Policy Andrew	e same person(s) whose name(s)
This instrument was prepared by Patrick M. Gallagher Notary Public, State of Illinois My Commission Expires 6/3/95	***	

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ESCROW RIDER

000	ESCROW RIDE	t		
This Escrow Ride, is made this shall be deemed to amend and a "Security Instrument") of the sa Borrower's Note to CING N	aupplement the Mortgage, I ime date given by the under	Deed of Trust or	, and is incorporated into Security Deed (the rower*) to secure the	ENC
12855 NORTH OUTER FOR	Y TRIVE. ST. LOUIS. M	ISSOURI 6314	L.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
(the "Lender") of the same date and located at:	und covering the property	described in the	Security Instrument	
4629 SOUTH HONORE STRE	et, chicago, II, 60609	}		

Paragraph 2 of the Security Instrument is hereby replaced with the following:

2. Funds for Taxes and Insurance. Borrower shall pay to Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Punto") squal to Lender's estimate, as described below, of: (a) one-twelfth of each type of yearly taxes and a se aments which may attain priority over this Security Instrument; (b) one-tweifth of the yearly leacetand payments or ground rents on the Property, if any; (c) one-twelfth of the yearly hazard or property incitant a premiums; (d) one-twelfth of the yearly flood insurance premiums, if any; (e) one-twelfth of the yearly mortgage insurance premiums, if any; and (f) one-twelfth of any similar items which are commonly in paid by borrowers to lenders, whether now or in the future, in connection with a secured debt. The items described in (a) - (f) are called "Escrow Items".

The Punds shall be placed in an account ("flacrow Account") at an institution where denuals are insured by a federal agency, instrumentality or entity (including Lender, if Lender is with an institution) or at any Pederal Home Loan Bank. Lender may charge Borrower for holding and applying the Punds, analyzing the Elscrow Account and verifying the Elscrow forms, and Lender may require have or to pay a one-time charge to establish a real estate tax reporting service used or provided by Lunder in connection with this loan. Lender shall not be required to pay Borrower say interest or earnings on the form's.

Lender shall annually analyze the Escrow Account to determine the adequacy of the monthly lights. being collected for each Escrow Item; at its option Lander may analyze the Escrow Account nonfrequently. Lender shall estimate the amount of Funds needed in the Riscrow Account, to pay future fiscrow items when due, on the basis of: (i) current data, including the anticipated disbursement dates for each Recrow Itam: (ii) reasonable estimates of expenditures of future Recrow Itams: (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 Berrower in writing and may h) require Horrower to pay Lender the amount of the deficiency. Burrower 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 liscrow liem when due, Lender shall refund any such excess to Borrower within 30 days of the Eucrow Account analysis. In addition to the Punds 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 excrow payments.

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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 Bacrow Account and the purpose for which each debit from the Escrow Account was made. The Funds in the Escrow Account are pulged to Lender as additional security for all sums secured by this Security Instrument. Upon payme a in full of all sums secured by this security Instrument, Lender shall refund to Borrower any Funds feld by Lender. Such refund shall be made within 30 days of Borrower's payment of all sums secured by any Security Instrument. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, price? The acquisition or sale of the Property, shall apply any Punds held by Lender at the time of acquisition or sale redit against the sums secured by this Security Instrument.

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

By signing below, Borrows, accepts and agrees to the terms of this Escrow Rider.

	4.4	_
00/	ATENOGENESTOIAZ	(Seat)
1	NOMANIA R &	(Seel
	x //x	(Seal
	x C	Rorrowe (Soal
	(C)/4/	Barrows
	'S	
		-C)

UNOFFICIAL COPY,

Loan No. 4502200116

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 PAMILY RIDER is made this 20th day of June, 1994
and is incorporated into and shall be deemed to smend 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, F.S.B. (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
4629 SOUTH HONORE STREET, CHICAGO, ILLINOIS 60609-
(Bounts Advisa)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and serve as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In eddition to the Property described in the Security Instrument: be like materials, appliances and goods of every nature whetevever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, wast, oir and light, fire prevention and extinguishing apparatus, security and access control apparatus, plembing, both tubs, water heaters, waster closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awaings, storm windows, storm doors, screens, oils, as shades, curtains, and currein truds, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Properys, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lander 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.
- C. SUBORDINATE LIENS. Except as partial by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's release permission.
- D. RENT LOSS INSURANCE. Borrower shall me near insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED.

Uniform Covenant III is deleted.

- F. BORROWER'S OCCUPANCY. Unless Lender and Borr wer otherwise agree in writing, the first sentence in Uniform Coverant 6 concerning Borrower's occupancy of the Property is deleted. All remains coverants and agreements set forth in Uniform Coverant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower at 21 sesign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender hall 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 G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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H. ASSIGNMENT OF RENTS: APPOINTMENT OF RECEIVER: LENDER IN POSSESSION.

Barrows

absolutely and unconditionally assigns and transfers to Lender all the cents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Surrower authorises Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Stornower shall receive the Rents until (i) Lender has given Surrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lander or Lander's agent. This assignment of rents constitutes an absolute assignment and not an assignment for additional ansarity only.

If Lender gives notice of breach to Borrower; (i) all rests received by Borrower shall be held by Borrower as trustee for the 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 Bents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rests due and unpaid to Lender or Lender's agent upon Lender's written demand to the tenant; (iv) unless applicable few provides otherwise, all Rests collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rests, including, but not limited to, attermey's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be tish; to account for only those Rests actually received; and (vi) Lender shall be entitled to have a receiver appointed to take pussession of any norage the Property and collect the Rests and grafts derived from the Property without any showing as to the in-adequacy of the Property as security.

If the Rents of the Pupe by are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expension by Larger for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenance?

Borrower represents and warner that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from enerciaing its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrover. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Plats shall not core or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall be minute when all the sums secured by the Security Instrument are paid in full.

1. CROSS-DEFAULT PROVISION. Be rower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Jacober may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the arms and provisions contained in this 1-4 Family Rider.

Mara a Diaz (Seel)

MARIA R DIAZ (Seel)

(Seel)

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