Record and Return to:	CITIBANK, FEDERAL SAVINGS I	9482882 1
clo Cilicorp Mortgage, Inc.	CHIBANN, FEDERAL OOT UMO I AMBALI	OAITR
P.O. Box 790021	(Comments)	
Document Collection Unit		.
St. Louis, MO 63179-0021		94828821
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0,		
70	MORTGAGE	<u> </u>
LOAN# 2495991		•
THE MORTGAGE ("Say :	du Instrument*) is aiven an	SEPTEMBER 20, 1994
The mortgagor is ARTHUR L.	KLE'N HUSBAND AND ESTELL	E ALEIN, WIFE
("Borrower"). This Security In:	strument is given to CITIBANK, F	EDERAL SAVINGS BANK
pays againstage may, and a manage with graditions for an object to an order of the first terms of the contract		, which is organized and existing
under the laws of	THE UNITED STATES OF AME BE, OAKLAND, CA. 94612	RICA , and whose address is ("Lender"). Borrower owes Lender the
	ED SIXTY THOU, AND AND 00/1	00 (Defider). Horrower owes Dender the
Dollars (1).S. \$ 160,000,00). This dobt is evidenced	by Borrower's note dated the same date as this
Security Instrument ("Note"),	which provides for monthly payme	nts, with the full debt, if not paid earlier, due
and payable on OCTOBE	R 01, 2024 . This Security Instr	rument secures to Lender: (a) the repayment of
the debt evidenced by the Note	, with interest, and all renewals, and	tensions and modifications of the Note; (h) the
payment of all other sums, wi Instrument: and (c) the perform	in interest, advanced under paragr	e.ph 7 to protect the security of this Security agreements under this Security Instrument and
the Note. For this purpose, Bor	rrower does hereby mortgage, grant	and convey to Lender the following described
property located in	COOK	County, Illinois:
		74,
		· T'_
		3,
SEE EXHIBIT "A"		DEPT-ON RECORDING \$51.50
		. T40000 TKAY 9451 D9/22/94 15:06:00
		. ¢5760 ¢ C3 +-94-828821 . cook county pecorder
		a agoli paglit malibrit
03-16-406-003-1003		A SECURE AND ADDRESS OF A SECU
which has the address of	2135 COLDSPRING (Street)	ARLINGTON HEIGHTS , (City)
Ilinois 6000	, ,	••
Hinois 6000x (Zip Co	de)	· · · · · · · ·
		erected on the property, and all easements,
nnurrenances, and fixtures now	r or nerealier a haif of the brobesty	. All replacements and additions shall also be

"Property".

ILLINOIS - Single Family

MB-264 Rev. 7/91 14664

/nan

(page 1 of 8 pages)

BORROWER COVENANTS that Borrower is lawfully seised 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 record.

THIS SECURITY INSTRUMENT combines uniform covenants 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 poverned by federal law and the law of the jurisdiction in which the Property is focated.

UNIFORM COVENANTS. Roctower and Lender covenant and agree as follows

- 1, Payme a 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 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 Lender's estimate, as described below, of:
 (a) one-twelfth of each type of yearly taxes and assessments which may attain priority over this Security Instrument; (b) one-twelfth of the yearly leasehold payments or ground rents on the Property, if any; (c) one-twelfth of the yearly hazard (a property insurance premiums; (d) one-twelfth of the yearly flood insurance premiums, if any; (e) one-twelfth or the yearly mortgage insurance premiums, if any; and (f) one-twelfth of any similar items which are commonly paid by be rowers to lenders, whether now or in the future, in connection with a secured debt. The items described in (a) (t) are called "Escrow Items".

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

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 junge 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 fishursements 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 Excrow Account for each Escrow Item will not be sufficient to pay each Escrow Item when due. Lender may notify Bo row ir 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. A Lender's sole discretion, Borrower may repay any deficiency in no more than 12 monthly payments. If Lenser'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 Borrower 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, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 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 for at least one your after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Horrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in debuilt if any forbiblic action or proceeding, whether civil or criminal, is begun that in Lender's good both judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Horrower may core such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed 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 fien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the lean evidenced 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 acrons may include paying any sums secured by a lien which has priority over this Security Instrument, appearing it, court, paying reasonable attorneys' fees and paying fees for periodic inspections 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 undertak, 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 lay. 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 mortgage 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 substantially 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 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 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.

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Ecider under paragraphs I 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 Fender in accordance with the provisions of paragraph 8, in her of the payment of mortgage insurance promiums, 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, times and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or pround 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 I ender all notices of an ounts 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 I ender determines that any part of the Property is subject to a Lender may altain 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 natice.

5. Hazard or Property Insurance. Bettower shall keep the improvements now existing or hereafter elected on the Property insured against loss by fire, hazard, included within the term "extended coverage" and any other hazards for which Lender requires insurance inclosing floods or flooding, whether or not identified or existing at the time the loan is made. This insurance shall be i aim uned in the amounts and for the periods that hender requires. The insurance carrier providing the insurance—ball be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails a 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 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 Len ex requires, Borrower shall promptly give to 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 restoration or repair of the Property damaged if, in Lender's sole determination, the restoration or repair is economically feasible and Lender's sourity 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 dae, 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. Sender 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, 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 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 Instrument immediately prior to the acquisition.

- 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) any similar common or private carrier 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. 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 offset 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, Horrower shall be given one duplicate of the Note and of this 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 person) without conder's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by their 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 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.

- 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 reinstate nent, 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 Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any details 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 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 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 Instrument) may be sold one or more times without prior notice to Borrower. A said may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under have Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sole 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 violation 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 maintenance of the Property.

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 her 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 same 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 traction: (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 immediately octore the taking is less than the amount of the sums secured immediately before the taking, unless Borrower 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 at andoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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's authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sams 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.

11. Borrower Not Released; Forbeavance 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 of Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or reluse 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 of Porrower'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 covenants or agreements under this Security Instrument or the Note shall not: (i) act as a satisfaction, release or novation; (ii) charge or impair Lender's security interest or hen priority in the Property; (iii) affect Lender's rights to prohibit or result tuture modifications requested by Borrower; or (iv) affect Lender's rights or remedies under this Security anstrument or the Note.

- 12. Successors and Assigns Bound; Joint and Several Liability; Cn-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Leader 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 law which sets naximum 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 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.

1628821

UNOFFICIAL COPY

BY SIGNING BELOW, Borrowar accepts and agrees to the terms and covenants contained in this Security Instrument and in any order(s) executed by Borrower and recorded with it.

Witnesses:	
	a 2 Kh- (Seal)
	ARTHUR L. KLEIN -Borrower
	Coult Kle (Soul)
04	ESTELLE KLEIN -Borrower
700.	
	(Seal) -Borrower
Ox	And Soul)
0	-Borrower
0/	
	- 0,
(Space Rulan Thic Line	For Acknewiedgement]
Space below This Dire	roj zeko wedgenenij
STATE OF ILLINOIS COOK	COUNTY: BE
I, the undersigned, A NOTARY POSTATE, DO HEREBY CERTIFY THAT	UBLIC IN AND FOR SAID COUNTY AND
ARTHUR L. KLEIN AND ESTEI	LLE KLEIN, WIFE
IS/ARE SUBSCRIBED TO THE FOREGOI THIS DAY IN PERSON AND ACKNOW:	THE SAME PERSON(S) WHOSE NAME(S) NG INSTRUMENT, APPEARED BEFORE ME LEDGED THAT THEY SIGNED AND HIS/HER/THEIR FREE AND VOLUNTARY HEREIN SET FORTH.
GIVEN UNDER MY HAND AND OFFICIAL OF SEPTEMBER , 19 94	SEAL, THIS 20th DAY
	Sharan L. Westernet
<u> </u>	NOTARY PUBLIC

MB-264 Rev. 7/91 14664

"OFFICIAL SEAL" page 8 of 8 pages)

SHARON L. WESTBROOK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/21/97

94828523

UNOFFICIAL COPY

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsint or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which Borrower has actual knowledge. If Borrower learns, or emotited by any governmental or regulatory authority, that any removal or other remediation of any Hazardons Substance affecting the Property is necessary, Borrower 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 Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means tederal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNFACEM COVENANTS. Borrower 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 moles applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to core the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cored; and (d) that failure to core the default on or before the date specified in the notice may cost 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 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, has not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Se or ty Instrument, Lender shall release this Security Instrument. Subject to applicable law, Borrower shall pay a reasonable fee for the preparation of the release document and shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead (xemption in the Property.
- 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)]

X Adjustable Rate Rider	X Condominium Rider	X Adjustable Rate Assumption Rider
Graduated Payment Rider	Planned Unit Development Rider	[7] Freed Rate Assumption Rider
Balloon Rider	[] 1-4 Family Rider	Second Home Rider
X Other(s) [specify [SEE EXI	HBIT "A"	

LOAN# 2495991

EXHIBIT "A"

PARCEL 1:

UNIT 1-3 IN THE COLONY OF LAKE ARLINGTON TOWNE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING REAL ESTATE: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE H, BAST OF THE THIRD PRINCIPAL MERIDIAN. WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS NUMBER 87 137829 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2:

POR S DOCK. BASEMENT FOR THE BENEFIT OR PARCEL | AS SET FORTH IN DECLARATION OF BASEMENTS RECORDED AS DOCUMENT NUMBER 87-117828, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

CONDOMINIUM RIDER

LOAN#

2495991

Opony.

THIS CONDOMINI	UM_RIDER is made this20	day of	SEPTEMBER	1994 ,
and is incorporated into and	thall be deemed to awend and	supplement the	Mortgage, Deed of Trus	st or Security
	nent") of the same date give			r") to secure
Borrower's Note to	CITIBANK I	EDERAL SAV	INGS BANK	
(the "Lender") of the same d	ate and covering the Property	described in th	ne Security Instrument ar	rd located at:
21	35 COLDSPRING, ARLING	ON HEIGHTS	, 11, 60004	
	(PROPERTY AL	(D', 6'55)		
The Property includes a unit	in, together with an undivided	l interes in the	common elements of, a c	condominium
project known as:	LAKE ARLINGTO	N TOWNE CO	NDOMINIUM	
1 1	(NAME OF CONDOMIN	NUM PROJECT		
(the "Condominium Project")	. If the owners association or	other entity wh	ich acts for the Condomi	inium Project
(the "Owners Association") I	olds title to property for the	henefit or use	of its members or share	eholders, the
Property also includes Borro	wer's interest in the Owners	Association an	d the uses, proceeds and	d benefits of
Borrower's interest.			76	
			A N 3	

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the:
 - (i) Declaration or any other document which creates the Condominium Project;
 - (ii) by-laws;
 - (iii) code of regulations; and
 - (iv) other equivalent documents.

Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which

MULTISTATE CONDOMINIUM RIDER--Single Family

MB-1373 7/91 3373

provides insurance coverage in the amounts, for the periods, and against the bazards Lender requires, including fire and hazards included within the term "extended coverage" then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

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

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in beu of restoration or repair following a loss to the Property, whether to the unit or to compan elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the cams secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance, Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public hability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any greated or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any converance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by tender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
 - (i) the abandonment or termination of the Condominium Project except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
 - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Association; or
 - (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
 - (y) if the property described in the Security Instrument is located in Louisiana, any work by a laborer or borrower's employee at the condominium, or such work by a contractor or sub-contractor; or
 - (vi) if the property described in the Security Instrument is located in Louisiana, the approval of work at the condominium by the association.
- F. Remedies. It Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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F&M DOCSET, INC. 9401 LEE HIGHWAY SUITE 400 FAIRFAX, VA 22031 703-591-8806	
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Property of Cook County Clerk's Office

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ADJUSTABLE RATE ASSUMPTION RIDER

LOAN# 2495991

THIS ASSUMPTION RIDER is made it is 20 day of SEPTEMBER , 1994, 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, F2DFRAL SAVINGS BANK (the "Lender") of the same date and covering the property to cribed in the Security Instrument and located at:

2135 COLDSPRING, ARLINGTON HEIGHTS, IL 60004

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

- A. ASSUMPTION. Any person 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. Borrower will continue to be obligated under the Note and Security Instrument unless Lender releases Borrower in writing.
- C. APPLICABILITY. Lender is bound by these conditions and terms, as follows:
- 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 partnership, corporation or other entity.
- 3. Purchaser must meet Lender's credit underwriting 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;

MB-931 Rev. 7/86 2931 ADJUSTABLE RATE ASSUMITION RIDER Form 9MU931 F&M Docset, Inc. 1-8(0-591-8806

- 5. 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 has exercised 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 Parchaser at Rotrower's 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 total balance and its normal loan closing costs, except the cost of a real estate appraisal.

BY SIGNING BELOW, Borrowers accepts and agrees to the terms and covenants of this Assumption Rider.

7/20/94. Date 9/20/74	ARTHÜR L. KLEIN	(Scal Borrowe
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F&M DOCSET, INC.	0/7	Ś
9401 LEE HIGHWAY SUITE 400 FAIRFAX, VA 22031 703-591-8806		Offica

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 20 day of SEPTEMBER , 19 94 . and is incorporated in a 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 Borro ver's Adjustable Rate Note to CITIBANK, FEDERAL SAVINGS BANK (the "Lender") of the same dat (tile "Note") and covering the property described in the Security Instrument and located at: 2135 COLDS' RING, ARLINGTON HEIGHTS, IL 60004 (ROPERTY ADDRESS)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MON" HILY PAYMENTS WILL BE LOWER.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.000 %. 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 the first day of OCTOBER of 19 97, and on that day every 36 th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Incex" is the weekly average yield on United States Treasury securities adjusted to a constant maturary of 3 year(s), 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 choose 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 TWO AND 750/1000 percentage points (2,750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0,125%). This rounded amount will be my new interest rate until 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 of my loan I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of the calculation is called the "Full Payment Amount", and it will be the new amount of my monthly payment, subject to subsection (D) below.

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politica (fiss2) Borrower (leas) Adjustable Rate Rider: BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverants contained in this до ринцар то аэцесту пара информация прация информация образования деней в принамента по аэцесту по выправания по выправания в принамента по аэцесту по аэ postaniem. It Borrower this to but these same prior to the exprisition it this period, bened, thate notice is delivered or maded within which Bostower must pay all seems seemed by this Security 1) Lander exercises the option to require innihediate payment ('m', Lander shall give horrower in Lander exercises the option to require innihely of the lander exercises the option to require innihilation of the lander exercises. under the Mote and this Security Instrument unless Lender releases Borrower in writing. agreement that is acceptable to Lender and that obligates in transferce to keep all the promises and agreement made in the Rote and in this Security Instrument. Dorrower will continue to be obligated Condet's consent to the four assumbnoor, bender may also require the transferee to sign an assumbnoor To the extent permuted by applicable law, Lender ray, charge a reasonable fee as a condition to Security Instrument is acceptable to Lender. mipaired by the loan assumption and that the 1sk of a breach of any covenant or agreement in this od ton filw girtuose s'riolinal tinth sommerously globinesses a bios.) (d) bin tootolenist od tot obsin grisol to Lender information required by Lende, or to evaluate the intended transferee as it a new foam were Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted option shall not be exercised by Leider if exercise is prohibited by federal law as of the date of this require immediate payment in full of all sums secured by this Security Instrument. However, this Borrower is not a natural persor) without Lender's prior written consent, Lender may, at its option, any interest in Borrowski to blos si reworted in interest in Borrowski to blos si it in iseremi yns Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or Uniform Covenant 17 of the Security Instrument is amended to read as follows: B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER rangou app amp active nonce: to be levela me and also the title and telephone number of a person who will answer any question I may payner chefore the effective date of any change. The notice will include information required by law The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly (2) Notice of Changes monthly payment beginning on the first monthly payment date after the Change Date until the amount My new interest rate will become effective on each Change Date. I will pay the amount of my new (E) Effective Date of Changes Afy interest rate also shall never be greater than 💹 Interest Change Date by more than 2,000 % from the rate of interest I have been paying for the preceding 36 months The rate of interest I am required to pay shall never be increased or decreased on any single X My interest rate is subject to the following limits if the appropriate box is checked: (D) Limits on Interest Rate Changes

WEST VA XVASIVA 000 MILIAS AVARIMI 93'1 1006 AVAI DOSCELLIAS OG EXA [Sign Original Only]

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