UNOFFICIAL COPY -Logn No. 4502900148 Prepared By: MARGIE D. SHACKELFORD ST. LOUIS, MISSOURI

Citicorp Mortgage, Inc. P.O. Box 790021 M.S. 321

St. Louis, MO 63179-0021 Attn: Document Collection

94966887

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MORTGAGE

Navember 8th, 1984 THIS MORTGAGE ("Socurity Instrument") is given on November 8th, 1994
The merigager is HEINZ W SCHULLER AND MICHELE F VOGT-SCHULLER, MARRIED

CITIBANK, F.S.B. THE UNITED STATES OF AMERICA

, which is organized and existing ., and whose address is

"Borrower"). This Security instrument is given to

under the laws of THE UNITED STATES OF ARIENDA 12855 NORTH OUTER FORTY DRIVE ST. LOUIS, MISSOURI 63141

("Lender"),

Borrower owes Lender the principal sum of

One Hundred Fifty Four Thousand Eight Hundred and 00/100

Dollars (U.S. \$ _ 1:4,1 00.00

and THO Group UP-624121-CG

.). This debt is evidenced by Borrower's note dated the same date as this Security Instrument

("Note"), which provide for monthly payments, with the full debt, if not paid earlier, due and payable on December 1st, 2024

This Security Instrument accures to Lender: (a) the repayment of the debt evidenced by the Note, with Interest, and all renewals, extensions and modifications of if a Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security Instrument; and (c) the performance of Security Instrument; and (c) the performance of Secretary Instrument and the Note. For this purpose, Borrower does here wortgage, grant and convey to Lender the following described property located in

TAX NO:16-18-202-019

LOT 33 AND THE NORTH 12-1/2 FELT OF LOT 32 IN BLOCK 2 IN MERCHANT'S MADISON STREET ADDITION IN THE NURTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 AL. COUNTY NORTH, RANGE 13, EAST OF THE THIRD PENCIPAL MERIDIAN, IN COOK COUNTY, ULINOIS

DEPT-01 RECORDING

TRAN 4593 11/15/94 11:41:00

OAK PARK

966887

COOK COUNTY RECORDER

94306887

536 SOUTH WESLEY which has the address of (Street) ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all ease ments, 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 is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the richt to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower Aurrants 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.

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

 Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promp and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Borrower shall promptly pay when out 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. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may aftain priority over this Security insurance 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 flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in fleu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets 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 estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a tederal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Londer in connection with this loan, unless applicable hav provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

-Single Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT GFS Form - G000022

Form 3011 9/90 Initials:

) (CRIS) ABIN BRIS BRIS BRIS BRIS BRIS (BRIS 1881) 2881 (CR.) (SR)

4G000022G11

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Citiente Adentagen, inc.

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Funds. Lander shall give to a orrew as virtual at any an angular or outline of the Funds shall shall shall be under the funds and the purpose for which each to the Funds and mad. The virtual and purpose for which each to the Funds and the Security for all sums general by this Security Instrument.

. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lander shall account to Borrower to the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deliciency. Borrower shall make up the deliciency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sell 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.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londer under paragraphs 1 and 2 shall be applied; lirst, 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 Gees 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 turnish to Lander all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly turnish to Lander 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 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 F, operty Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Insured against loss by fire, nature is included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance corrected in the insurance and it be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage teached 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 ron wals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and rone wals. If Lender requires, Berrower shall promptly give to Lender all receipts of paid promitims and ronewal notices, in the event of less, becomes shall give prompt notice to the insurance carrier and Lender. Lender may make proof of less it not made promptly by Borrower.

Unless Lander and Borrower othe wire agree in writing, insurance proceeds shall be applied to reateration or repair of the Property damaged, if the restoration or repair is even inicially lessible and Lender's security is not lessened. If the restoration or repair is not economically lessible or Lender's security would be assened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess hald 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 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 Vitil ic, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 3 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 Section 1 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 residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence within sixty days after the date of occupancy, unless Londer otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower'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 default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially interest. Borrower may cure such a default and reinstate, as provided in a regrept 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes for after the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security in area. Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security in area. Borrower's interest in the Property or other material information) in connection with the loan 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 a leasehold, Borrower shall comply with all the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower falls to perform the cover one 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 coland pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and every given the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrowe's cured 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.

- 8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secure 1 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 affect, 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 rotain 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.
- 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.

Form 3014 9/90 ASSOC 2 (4 / Socs)

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 Berrower. In the event 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 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 abandoned by Serrower, or if, after notice by Lender to Berrower that the condemner offers to make an award or settle a claim for damages, Berrower talls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Burrower 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; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in Interest. Lender shall not be required to commance proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by rease in our successors in Interest. Any forbearance by Lender in exercising any right or remely, shall not be a walver of or preclude the exercise of any right or remedy.
- 12. Successor, and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and be reflet the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument in the Property under the terms of this Security Instrument; (b) is not perso taily 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 nots maximum loan charges, and that law is finally interpreted so that the interest or offer 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 if direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment one. To under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mall 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 mall 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 by 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 Now and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any purity 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.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice chall 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 falls 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.
- 16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to not enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable rew may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) ency 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 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 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 (togother 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 a 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.

Form 301 1995 (one of the ges)

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposed, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, enything allecting 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.

Borrower 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 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 remediation 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 this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other (tammable or texic patroleum products, toxic posticides and herbicides, votatile solvents, materials containing asbestos 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 Lender further covenant and agree as follows:

NON-UNIFORM 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 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that fallure 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 sp's 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. Lander shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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22. Rejease. Upon payrent of all sum	s secured by this Security Instrument, Lond	for shall release this Security Instrument
without charge to Borrower. Borrower r hall pay any re	cordation costs.	and and robbid the booking moralion
23. Walver of Homestead. Borrower w	alves all right of homestead exemption in the i	Property.
24. Riders to this Security Instrument. If Instrument, the covenants and agreements of each cuagreements of this Security Instrument as if the rid r(s) [Check applicable box(es)]	one or more riders are executed by Borrower ch rider shall be incorporated into and shall a vere a part of this Security Instrument.	r and recorded together with this Security mend and supplement the covenants and
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Figured Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rule Improvement Rider	Second Home Rider
Ciher(s) [specify] ESCROW RIDER		
BY SIGNING BELOW, Borrower accepts and rider(s) executed by Borrower and recorded with it. Witnesses:	agrees to the term, and covenants contains	ed in this Security instrument and in any
Will (d\$565.	JE TOUR	
	TO THE CONTRACT OF THE CONTRAC	(Seal)
	HEINZ W.SIGNULL	-Borrower
	Mach to	Vogt Schulle (Seal)
	MICHELE F VOGT-SCHULL	-Borrower 327-66-7718
		S (Coal)
		-Borrower
		490
		-Borrower Ca
		8
[Space	e Below This Line For Acknowledgment)	S
CTATE OF U.S. WOOD		
STATE OF ILLINOIS, the undersigned	County ss:	Cook for said county and state, do hereby certify
that HEINZ W SCHULLER AND MICHELE F VOGT-S	•	
	, personally known to m	e to be the same person(s) whose name(s) are
is/are subscribed to the foregoing instrument, appeared signed and delivered the said instrument as		dadd that hat she therein set forth.
Given under my hand and official seal, this	oth day of November, 1994	VIVO FFICIAL SEAL"
My Commission expires:	111111	PATRICIA L BYERS
	Notary Public	NOTARY PUBLIC, STATE OF ILLINOIS &
This instrument was prepared by:	100	MY COMMISSION EXPIRES 1/24/98 }

ESCROW RIDER

This Escrow Ride' is made this <u>8th</u> day of <u>November</u>, <u>1994</u>, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("the Borrower") to secure the Borrower's Note to <u>CLIPANK</u>, F.S.B.

12855 NORTH OUTER FORT, LRIVE, ST. LOUIS, MISSOURI 63141

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

536 SOUTH WESLEY, OAK PARK, IL 20302

Paragraph 2 of the Security instrument is haveby replaced with the following:

2. Funds for Taxes and Insurance. Borrower shall par to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Tun15") equal to Lender's estimate, as described below, of: (a) one-twelfth of each type of yearly taxes and essessments which may attain priority over this Security Instrument; (b) one-twelfth of the yearly lender of payments or ground rents on the Property, if any; (c) one-twelfth of the yearly hazard or property insurance 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 (i) 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 Funds shall be placed in an account ("Escrow Account") at an institution whose deposits are insured 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 holding and applying the Funds, analyzing the Escrow Account and verifying the Escrow Items, and Lender may require Porrower to pay a one-time charge to establish a real estate tax reporting service used or provided by Lerner in connection with this loan. Lender shall not be required to pay Borrower any interest 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 Itom will not be sufficient to pay each Escrow Item when due, Lender may notify Borrower in writing and may h) 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 propose for which each debit from the Escrow Account was made. The Funds in the Escrow Account are pladged 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 hrid by Lender. Such refund shall be made within 30 days of Borrower's payment of all sums secured by his Security Instrument. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prio 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.

Lender's and Bo ro ver's covenants and agreements under this paragraph 2 are subject to applicable state and tederal le :..

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

X		
Co	× La Welly -	(Seal
0/	HEINZ W SCHULLER	Borrowe
	* Michel F. Vod-	lahilli (Sea
	MICHELE F VOGT-SCHULLER	Borrowe
	x $^{\prime}$	(Sea
	7	Borrowe
	x C	(Sea
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