Loan No. 4534800129

# UNOFFICIAL CORPS

Citicorp Mortgage, inc. P.O. Box 790021 M.S. 321 St. Louis, MO 63179-0021 Attn: Document Collection

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	MCRTGAGE	
THIS MORTGAGE ("Security Instru	ument") is given on No ember 21st, 1594 MELE AND IJEOMA U ECHUKWU , *S	4
The mortgagor is LASHAUN IN THAM CITIBANK, F.S.B. Under the laws of THE UNITED STAT 12855 NORTH OUTER FORTY DRIVE	ES OF AMERICA	("Borrower"). This Security Instrument is given to, which is organized and existing, and whose address is, ("Lender").
Borrower owes Lender the principal su One Hundred Twenty Two Thousand	m of	
Dollars (U.S. \$122,096.00	). This debt 's evidenced by Bo	prower's note dated the same date as this Security Instrument
This Security Instrument secures to Leanning modifications of the Nete; (b) the	nder: (a) the repayment of the debt evide - nevment of all other sums, with interest.	ler, due and payable on December 1st, 2024 enced by the Note, with interest, and all renewals, extensions, advanced under paragraph 7 to protect the security of this ements under this Security Instrument and the Note. For this wing described property located in  County, Illinois:
OF THE THIRD PRINCIPAL MERIDIA 1/4 LYING SOUTH OF THE SOUTHER HIGHLANDS UNIT NO. 1 AS PER PLA BOOK 647, PAGE 9, AS DOCUMENT	N 22, TOWNSHIP 35 NORTH, RANGE 13 N, (EYCE' I THAT PART OF SAID MORT ILY LINE OF CUT LOT B IN MATTESON IT THEREO FRECORDED AUGUST 22, 1 NUMBER 18652727) IN COOK COUNTY,	PHENX NORTHEAST 1963 IN
ILLINOIS	94	
	C	. DEPT-01 RECORDING
•	04/	. T=1111 TRAN 7127 11/23/94 13:1 +0097 + CG *-94-993 CODK COUNTY RECORDER
	•	
which has the address of	735 VIOLET LANE	MATTESON
THE PARTY OF THE P	(Street)	(Clty)

T≑1111 TRAN 7127 11/23/94 13:10:00

which has the address of	735 VIOLET LANE	<u>C</u> 2	MATTESON
Illinois 60443-	(Streat) ("Property Address");	0	(CitA)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easer lents, 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 it a right to mortgage, grant and convey the Property and that the Property is unancumbered, except for oncumbrances 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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. 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 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 flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu 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 Statlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2801 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It 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 tems or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal 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 Lender in connection with this loan, unless applicable law provides cherwise. Unless are 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

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

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Property of Cook County Clerk's Office

STATE AND SECURE AND SECURE

Funds. Lender shall give to Borro ver, without on see, in an intal acc tarting of the Funds, shown and debits to the Funds and the purpose for which each debit to he Find we hade. The Funds respired ed as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for 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 deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

שמע payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. II, under paragraph 21, Lender shall acquire or still 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.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londer under paragraphs 1 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 routs, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any ilen 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 entercement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the electrogement 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 at all 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 droperty insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hezards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires incurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withhold. If Borrower falls to maintain coverage discribed above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph".

All insurance policies and re rewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and ren wals. If Lender 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.

Unless Lender and Borrower other as a street in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is combined in an accommission of the property is not lessened. If the restoration or repair is not economically feasible or Londer's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whother or not then due, with any excess had 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. Londer 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 36-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in with 3, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 7 or change the amount of the payments. It 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 S acurity instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protectic not the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal usifuence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence of or at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably which ald, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, demage or impair the Property allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any torditure action or proceeding, and the civil or criminal, is begun that in Lender's good faith judgment and result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security Inserest. Borrower may cure such a default and reinstate, as provided in privagraph 18, by causing the action or proceeding to be distributed in the lien 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 stripents. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information in connection with the loan evidenced by the Note, Including, Lutinot limited to, representations concorning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is an a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires line to the Property, the leasehold and the shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lander's Rights in the Property. If Borrower falls to perform the colerants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Froperty (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender mity do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include this security instrument, appearing in court, paying reasonable attorneys' fees and entering on 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 dobt of Borrows. Accured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be a 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 secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It, for any reason, the mortgage insurance coverage required by Lender lapses or cleases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance praviously 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. It 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 cleased 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. Lander 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 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 sumount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured 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 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 Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settler a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 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 commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by rease, of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy.
- 12. Successor, 2017 Assigns Bound; Joint and Several Liability; Co-signors. The covenants and agreements of this Security Instrument shall bind and be left 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; (b) is not persorely obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest 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 maximum loan charges, and that law is finally interpreted so that the interest or oil er 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 permit ted 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 butter is 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 mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be directed to the Property Address or any other address by notice to Lender shall be directed to the Property Address or any other address stated herein or any other address Lender designates by notice to Borrower. Any notice or wided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the note which can be given effect without the conflicting provision. To this and 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 end of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any principlities 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 focurity 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 is all 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 secure a 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 moets 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 aw may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) error of a judgment enforcing this Security Instrument. Those conditions are that Sorrower: (a) pays Lender all sums which then would be durunder 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 so 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 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.

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20 Cazardous 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 also to do, anything attecting 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.

Enrower 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 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, salety or environmental containing as a solution where the property is located that relate to health, salety or environmental containing as a solution where the property is located that relate to health, salety or environmental containing as a solution where the property is located that relate to health, salety or environmental containing as a solution where the property is located that relate to health, salety or environmental containing as a solution where the property is located that relate to health, salety or environmental containing as a solution where the property is located that relate to health, salety or environmental containing as a solution where the property is located that relate to health, salety or environmental containing as a solution where the property is located that relate to health, salety or environmental containing as a solution where the property is located that relate to health, salety or environmental containing as a solution where the property is located that relate to health, salety or environmental containing as a solution where the property is located that relate to health.

NON-UNIFORM COVENANTS. Borrower and Lender lurther covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender lutther 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 failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sole of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the large closure proceeding the non-existence of a default or any other defence 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 fucicial proceeding. Linder shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not I'm', et to, reasonable attorneys' fees and costs of title evidence.

	22. Release. Upon any ent of all sums secure without charge to Borrower. Borrov ar shall pay uny recordation	d by this Security Instrument, Lenden costs.	or shall release this Security Instrument
	23. Waiver of Homestead. Borrover waives all r	ight of homestead exemption in the P	roperty.
	24. Riders to this Security instrument. If one or ministrument, the covenants and agreements of each such ilder agreements of this Security Instrument as if the ild st(s) were a particular to the security instrument as if the ild st(s) were a particular to the security instrument as if the ild st(s) were a particular to this Security Instrument as if the ild st(s) were a particular to the security instrument.	nore riders are executed by Borrower shall be incorporated into and shall an part of this Security Instrument.	and recorded together with this Security nend and supplement the covenants and
	Adjustable Rate Rider	ndominium Rider	1-4 Family Rider
	Graduated Payment Rider	aned Unit Development Rider	Blweekly Payment Rider
	Balloon Rider R	te Improvement Rider	Second Hame Rider
	Other(s) [specify] ESCROW RIDER, ASSUMPT	TICN RIJER	ti e
	BY SIGNING BELOW, Borrower accepts and agrees to	o the terms and covenants contained	ع in this Security Instrument and in any C
	rider(s) executed by Borrower and recorded with it.		17
/	Witnessee Distriction		10
		* The Should	Samuel (Seal)
	:	LASHAUN M TROWNTELL	-Borrower
			353-72-4226
		* Joseph de	echnl
	, <u>and the state of the state o</u>	IJEOMA UDECHUKWU	(Sad) -Borrower
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	Space Below	This Line For Arknowledgment)	
	STATE OF ILLINOIS,	COOK County 89:	
	1, The undersigned		or said county and state, do hereby certify
	that LASHAUN M TRAMMELL AND IJEOMA UDECHUKWU,		
		personally known to me	to be the same person(s) whose name(s)
:	is/are subscribed to the foregoing instrument, appeared before	the state of the s	
	signed and delivered the said instrument as their	free and voluntary act, for	the uses and purposes therein set forth.
	Given under my hand and official scal, this 21st	day of November, 1994	.000-
	My Commission expires:	her M.	Suba 8
		Notary Public	
	This instrument was prepared by:		

OFFICIAL SEAL JILL M. LUBAS Notary Public, State of Illinois My Commission Expires 11/1/97

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Property of Cook County Clerk's Office

MB-1007 11/93 3561

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#### UN OFFISTABLE AARE GOEDPY

(1 Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this
735 VIOLET LANE MATTESON, ILLINO)S 60443- [Property Address]
THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Br. rever and Lender further covenant and agree as follows:
A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES  The Note provides for an initial interest rate of 6.000 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:
4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES
(A) Change Dates
The adjustable interest rate will pay may change on the first day of <u>December, 1995</u> , and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."
(B) The Index  Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Bound. The most recent Index figure available as of the date 45 days before each Change Date is called the "Curren" In Jent."
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 Seven Eighths percentage point(s) (2.3.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.
The Note Holder will then determine the amount of the monthly regiment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full cultive maturity date at my new interest rate in substantially equal payments. The result of this calculation vill be the new amount of my monthly payment.
(D) Limits on Interest Rate Changes
The interest rate I am required to pay at the first Change Date will not be greater than _8.000 % or less than _4.000 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than <u>Two</u> percentage point(s) ( 2.000%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.000 % which is called the
"Maximum Rate".
(E) Effective Date of Changes  My new interest rate will become effective each Change Date. I will pay the amount of my new monthly
payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.  (F) Notice of Changes
The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my morthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any que-
stion I may have regarding the notice.  B. FIXED INTEREST RATE OPTION  The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:
5. FIXED INTEREST RATE CONVERSION OFTION
(A) Option to Convert to Fixed Rate I have a Conversion Option which I can exercise unless I am in default or this Section 5(A) will not permit me
to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below. The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date." I can convert my interest rate only on one of these
Conversion Date(s).  Mill TISTATE CONVERTIBLE AD ILISTABLE RATE RIDERS. Single Earlib. 1 Year Treasury Index-Earlie Map Uniform Instrument.

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If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that:

(i) My adjustable rate mortgage payments are current on the date the Note Holder receives my Notice of Conversion and conversion fee; (ii) I am not otherwise in default or foreclosure under the Note or the Security Instrument on the date the Note Holder receives my Notice of Conversion and conversion fee; (iii) I have not been assessed more than one (1) late charge in the twelve (12) months immediately preceding the date the Note Holder receives my Notice of Conversion and conversion fee; (iv) Within the time specified by the Note Holder, I obtain from Note Holder the information necessary to complete the Notice of Conversion; (v) the Note Holder must receive my properly completed Notice of Conversion and conversion fee of \$250 within the time specified by the Note Holder; (vi) I have not exercised any Assumption Feature; and (vii) I must give the Note Holder any additional documents and meet any additional requirements necessary for Conversion.

#### (B) Calculation of Fixed Rate

#### (C) Effective Da's of Fixed Interest Rate

If I satisfy all of the conditions for excresing the Conversion Option described in Section 5(A) above, the new fixed interest rate win go into effect on the first day of the month following the Note Holder's receipt of the Notice of Conversion and conversion fee. This date is called the Conversion Date. If I do not satisfy all of these conditions, any attempt at exarcise of the Conversion Option will be null and void. If I have satisfied all of the conditions to convert, I cannot cancel the Conversion after the Note Holder receives the conversion fee and the Notice of Conversion. After the Note Holder receives my Notice of Conversion and the conversion fee by the date it is due, Conversion become final. Any attempt by me to cancel the Conversion prior to the time Conversion becomes final will cause the Conversion Option to expire and my loan will remain an adjustable rate loan until maturity.

#### (D) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the conversion Date in full on the maturity date at my new fixed interestrice in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my nonthly payment until the maturity date.

#### C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security increment is amended to read as follows:

is sold or transferred (or if a beneficial interest in Borrower.

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 ortion, require immediate payment in full of all sums secured by this Security Instrument. However, this option chall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender Information required by Lender to evaluate the intended transferee as if a new loan were being inade to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the ioan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 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 to be a 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Fate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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Loan # 4534800128

#### UNOFFICIAL COPY

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

	X Sp. Shaur Grammely	(Sea
	LASHAUN M TRAMMELL	-Barrow
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#### **ESCROW RIDER**

This Escrow River is made this <u>21st\_day of November</u>, <u>1994</u>, 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 the Borrower's Note to <u>CI\_1B\_V:K\_F.S.B.</u>

12855 NORTH OUTER FORTY DRIVE, ST. LOUIS, MISSOURI 63141

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

735 VIOLET LANE, MATTESON, IL F. 113-

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

2. Funds for Taxes and Insurance. Borrower shall play 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 or property insurance premiums; (d) one-twelfth of the yearly mortgage insurance premiums, if any; and (f) one-twelfth of any similar items which are commonly h) 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 polying the Funds, analyzing the Escrow Account and verifying the Escrow Items, and Lender may require Borrower to pay a one-time charge to establish a real estate tax reporting service used or provided by conder 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 in antilly Funds being collected for each Escrow Item; at its option Lender may analyze the Escrow Account more frequently. Lender shall estimate the amount of Funds needed in the Escrow Account, to pay future Escrow Items when due, on the basis of: (i) current data, including the anticipated disbursement dates for each Escrow Item; (ii) reasonable estimates of expenditures of future Escrow Items; (iii) the time interval between disbursements for each Escrow Item; and (iv) the amount of Funds in the Escrow Account for each Escrow Item at the time Lender analyzes the Escrow Account. Lender and Borrower agree that Lender's estimate of the amount of Funds needed in the Escrow Account is an approximate calculation. At any time if the amount of Funds in the Escrow Account for each Escrow Item will not be sufficient to pay each Escrow Item when due, Lender may notify Borrower in writing and may h) require Borrowar to pay Lender the amount of the deficiency. Borrower shall be in default if, after receipt of notice from Lender, Borrower falls 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 Barrower 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.

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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 Escrow Account and the purpose for which each debit from the Escrow Account was made. The Funds in the Escrow Account ar pradged 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 hall 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, his 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 Borrower's covenants and agreements under this paragraph 2 are subject to applicable state and federal law.

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

LASHAUN M TRAMMELL BOTTOWER

RADTA (Weekul (Seal)
I, JEDMA UDECHUKWU BOTTOWER

X (Seal)
BOTTOWER

X (Seal)
BOTTOWER

9455.74%

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#### ADJUSTABLE RATE ASSUMPTION RIDER

THIS ASSUME FON RIDER is made this  19_94, and is income and supplement the Mortgage, Deed of T of the same date given by the undersigned to secure Borrower's Note to CITIBAN	orporated into and	i shall be de	emed to amend
	rust or Security De	sed (the"Secu	irity !nstrument")
	diperson whether o	one or more,	(the "Borrower")
(the "Lender") of the same date and co	vering the proper	ty described	in the Security
Instrument and located at:725 VIOLET (	ANE MATTESON	IL 60443-	
(PAOPSE	TY ADDRESS)		

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

- A. ASSUMPTION. Any 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 in 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. Scripwer will continue to be obligated under the Note and Security Instrument unless Lender releases Borrower in writing.
- C. APPLICABILITY. Lender is bound by these or aditions and terms, as follows:
  - This Assumption Rider applies only to the first transfer of the Property by Borrower and not to a foreclosure sale;
  - Purchaser must be an individual, not a partnership, corporation or other entity:
  - 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;

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- 4. Purchaser shall assume only the balance due on the Note at the time of assumption for the term remaining on the Note;
- 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 Purchaser at Borrower'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 Note balance and its normal loan closing costs, except the cost of a real estate appraisal.

BY SIGNING SELOW, Borrower accepts and agrees to the terms and covenants of this Assumption Fuder.

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