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

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__ ("Landar").

- {Space Above This Line For Recording Data} MORTGAGE THIS MORTGAGE ("Copurity Instrument") is given on SEPTEMBER 5, 1998 The mortgagor is **ROBERT J CH'SSIE, UNMARRIED** _ ("Borrower"). This Security Instrument is given to CITIBANK, F.S.B. which is organized and existing, _____, and whose address is under the laws of THE UNITED STATES OF AMERICA 12855 NORTH OUTER FORTY DRIVE ST. LOUIS MISSOURI 63141-Borrower owes Lander the principal sum of the Hundred Ten Thousand and 00/100 Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Tale Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 or rotect the accurity of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in LOT 53 IN AMBER GROVE UNIT NO. 6, BEING A SUBDIVISION OF SECTION 29, 70% NSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, JULYICIS. SOM CO PERMANENT INDEX NUMBER: 08-29-400-038-0000

which has the address of 402 CARDINAL DRIVE	BARTLETT (City)
Illinois 60103- ("Property Address");	initials ale
ILLINOIS - Single Family - Fannie Mae/Freddio Mac UNIFORM INSTRUME! GFS Form G600022	

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the torogoing is referred to in this Security instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully select of the entate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is ununcumbered, 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 coverante for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- t. 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 walver by Lander, Borrower shell pay to Lender on the dry 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 lion on the Property; (b) yearly lensehold payments or ground rents on the Property, if any; (b) yearly hazard or property insurance promiums; (d) yearly fload insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lander, in accordance with the provisions of paragraph 8, in fleu of the payment of mortgage insurance premiums. These flems are called "Encrow floms." Londer may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related no longe form may require for Borrower's vacrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 at eq. ("RESPA"), unless another law that applies to the Funds at a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lander may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Encrow floms or otherwise in accordance with applicable law.

The Funds shall be hold in an institution where deposits are insured by a lederal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower or holding and applying the Funds, annually analyzing the escrow account, or verilying the Escrow items, unless Lender plus Lender 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 ban, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Londer shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in witing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged 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. I the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Itams when due, Lender may so notify Borrower in writing, and, in such onse 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly rejure to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or naio of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit rights the sums acquired by this Security Instrument.

- 3. Application of Paymonts. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts psyable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the 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 lien which has priority over this Security Instrument unless Borrower: (a)

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agrees in writing to the payment of the obligation secured by the ilen in a manner acceptable to Lender; (b) contests in good faith the ilen by, or defends against enforcement of the ilen in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the ilen; or (a) secures from the holder of the ilen an agreement satisfactory to Lender author/linating the ilen to this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the ilen or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter arected on the Property Insured against loss by lire, hazards included within the term "extended coverage" and any other hazards, including fleads or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. This insurance outrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All incurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have interight to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid promiums and renewal notices. In the event of leas, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of leas if not made promptly by Borrower.

Unless Londer and Porrower otherwise agree in writing, insurance proceeds whall be applied to restoration or repair to the Property damaged, if the restoration or repair is economically feasible and Londer's security is not lessened. If the restoration or repair is not economically feasible or Londer's security would be feasible, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or doze not answer within 30 days a notice from Lunder that the insurance carrier has effected to sellle a claim, then Lunder may arrised the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Londer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments relative to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Londer, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall place to the extent of the auma accuracy by this Security instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lassaholds. Borrower shall accupy, establish, and use the Property as Borrower's plincipal 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 year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreseembly withhold, or unless extenuating chaumstances exist which are beyond Borrower 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 delault if any forfeiture action or proceeding, whether civil or criminal, is begun that in contents good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Sorrower may cure 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 for offure of the Borrower's interest in the Property or other material impairment of the flen created by this Security Instrument or Lander's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave marrially tales or inaccurate information or statements to Lender (or falled to provide Lender with any material information) in connection with the tour evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancied 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 morge unless Lender agrees to the merger in writing.
- 7. Protection of Lander's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may algoriticantly affect Lender's rights in the Property (auth as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys' less 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 Londar under this paragraph 7 shall become additional debt of Borrower secured by this

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Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall beer interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 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 Lander lapses or ceases to be in effect. Borrower shall pay the premiums required to circular coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to florrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. It substantially equivalent mortgage insurance is not available. Borrower shall pay to Lender each month a sum equal to the yearly mortgage insurance premium being paid by Borrower when the insurance coverage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the paried that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Fo rower 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. Under at its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the intent or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The rioseeds 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 flee of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Serrower. 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 perfore the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be a whoold 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 Dorrower. 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 dominer that the condemner offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 35 days after the date the notice is given, Lander 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 procesus to orincipal 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; Forbearence 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 inferest. 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'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.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall blind and benefit the successors and assigns of Londor 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, 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

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charges, and that law is linally 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 four 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 minking a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by malling it by that 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 mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Dorrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by tederal 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 Corrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial interest in Borrowell 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 Lander if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Lander shell 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 malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these numb prior to the expiration of this period, Lander may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 16. Berrower's Right to Reinstate. If Berrower mode certain conditions, Berrower 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 septicable law may specify for reinstatement) before sale of the frequenty 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 Berrower; (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) ways all expenses incurred in unforcing this Security Instrument, including, but not limited to, reasonable atterneys' feet and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lander's right of the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Spon 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 (logs that 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 frequence. 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 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 also 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawauit 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

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promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardons Substances" are those substances defined as toxic or hazardons substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic posticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive muterials. 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, ealety or environmental protection.

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 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 sale of the Property. The notice shall turther inform Borrower of the right to reliefense 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 expanses incurred in pursuing the previous in this paragraph 21, including, but not limited to, reasonable attorneys' tees and costs of title evidence.
- 22. Release. Upon prymont of all nums accurate by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Porrower shall pay any recordation costs.
 - 23. Walver of Homestead. Do Jower walves all right of homestead exemption 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 devenants and agreements of each such rider shall be incorporated into and shall smend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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- Company	Adjustable Rate Rider		Condeminium Ridor		1-4 Family Alder
	Graduated Payment Rider	X)	Planned Ser's Development Alder		Diweekly Payment Alder
	Balloon Filder	Belling	Auto Improvement Alder		Second Home Alder
	Other(n) [epoolly] ASSUMP	TION RIC	DER		
BY SIGI	NING BELOW, Borrower accep	ts and a	groos to the terms and accommits	contained in	this Security Instrument
	er(a) executed by Borrower and				
Withpaudel	^			41 0	*
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10		,	ROBERT J CRISSIE		-Borrowar
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					1001)01144

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[Sp	ace Below This Line For Acknowledgment]
STATE OF ILLINOIS, COOK	Market Market Commencer Co
hereby certify that HOBERT J CRISSIE personally known to me to be the same personal me this day in person, and zeknowled free and voluntary set, for the uses and purposition under the set.	ion(s) whose name(s) is/are subscribed to the loregoing instrument, and state, diged that he/she/they signed and state.
Diven under my hund and official soul, this 81	LUM (ID)
y Cammingian expires	day of SEPTEMBER, 1995
is instrument was propered by: NBANK, F.S.B. 195 NORTH OUTER FORTY DRIVE LOUIS, MISSOURI 83141-	Marty Public
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FIXED/ADJUSTABLE RATE RIDER (1 Year Treasury Index-Rate Caps)

day of DEPTEMBER, 1906, and is incorporated into THIS FIXED/ADJUSTABLE FIATE FIDER is made this BTH and shall be deemed to amend and supplement the Mortgago, Daed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to

UNOFFICIAL COPY

CITIBANK, F.S.B.

(the "Londer") of the

name date and covering the property described in the Security Instrument and located at:

402 CARDINAL DRIVE, BARTLETT, ILLINOIS 80103-

(Proporty Addrass)

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST HATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

%. The Note also provides for a change in the initial fixed rate The Note provides for an initial fixed interest rate of 7.250 to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of OCTOBER, 2000 the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my pripe able interest rate could change, is called a "Change Date."

(B) The Index

Buginning 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 accurities adjusted to a constant maturity of 1 year, 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 that 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 Three Quarters percentage points (2,760 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest oneeighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, 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 unpeld principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in aubatantially equal payments. The result of this calculation will be the new amount of my monthy 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 9,250 % or less than 5,250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.250

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-1YEAR TREASURY INDEX-Single Family-Fannie Mae Uniform Instrument Form 3182 5/84 (page 1 of 3 pages) MB-1950 10/94 (Multistate 5,7,10/1 Non-convertible ARMs)

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(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the liret 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 mall to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

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

1. UNTIL BURROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

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

If Lender exercises this option, I and/or 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 malled within which Borrower must pay all sums secured by this Security Instrument. "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 an Borrower.

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A AJOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transier 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, coultre immediate payment in full of all sums secured by this Socurity instrument. However, this option shall not be axecised by Lender if exercise is prohibited by federal law as of the date of this Socurity Instrument. Lender also shall not exercise this option if:

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate me intended transferve as it a new loan were being made to the transferve; and (b) Lender reasonably determines the Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Socurity Instrument is acceptable to Lender.

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

Loan #: 0641400187

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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 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider. (Seal) Borrower Denty Or Coot County Clerk's Office (flonl) (Boal) Borrower MB-1950 10/94 Form 3182 5/04 (page 3 of 3 pages)

FIXED/ADJUSTABLE RATE ASSUMPTION RIDER

THIS ASSUMPTION RIDER Is n	nade this STH	day of	SEPTEMBER
19_06			
and supplement the Mortgage,	Doed of Trust or Sec	curity Deed (the Secu	udty Instrument")
of the same data riven by the u			
to accure Borrower's Note to	CITIDANK, F.O.D.		والمراجعة والمعارضة والمراجعة والمراجعة والمراجعة والمراجعة والمراجعة والمراجعة والمراجعة والمراجعة والمراجعة
The second secon	and the state of t		
(the "Londor") of the same de			
Instrument and located at: 💴	CAHDINAL DRIVE, BART	LETT IL ODIOI-	
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	(PROPERTY ADDRE	ව ට	

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

- A. ASSUMPTION. Any person purchasing the Property from Borrower may assume full flability 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 knep all the promises and agreements made in the Note and Security Instrument. Borrown 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:
 - 1. Lender shall have no obligation to allow assumption by a purchaser from Borrover until the initial fixed interest rate payable on the Note changes to an adjustable rate;
 - 2. This Assumption Rider applies only to the first transfer of the Property by Borrower and not to a foreclosure sale:
 - 3. 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;

- 5. Purchaser shall assume only the balance due on the Note at the time of assumption for the term remaining on the Note;
- If applicable, Borrower's private mortgage insurance coverage must be transferred to the Purchaser in writing, unless waived by Lender;
- 7. 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
- 3. 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 ratio? effect at the time of assumption.
- E. ADDITIONAL CHARCES. In addition, Lender may charge an amount up to one percent (1%) of the current Note balance and its normal loan closing costs, except the cost of a real estate appraisal.

BY SIGNING BELOW, Borrower a this Assumption Filder.	arcepte and agrees to the terms and cover) .
	HOWENT J CHISSIE	-Barrower
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	X	(Seal)
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Lonn No. 8641400107

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT HIDEH IS made this STH day of SEPTEMBER, 1995
and is incorporated into and shall be desired 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 Borrower's Note to
CITIBANK, F.S.B. (the "Lander")
of the same date and covering the Property described in the Security Instrument and located at: 402 CARDINAL DRIVE, BARTLETT, ILLINOIS 60103-
[Property Address]
The Property Includes, but is not limited to, a percel of land improved with a dwelling, together with other such percels and certain common areas and facilities, as described in
GODES, COVENANTS AND RESTRICTIONS
(the "Daclaration"). The Property is a part of a planned unit development known as
AMBER GROVE UNIT RUMBER 6
(Name of Planned Unit Development)
(the "PUD"). The Property rise includes Berrower's Interest in the homeowners association or equivalent entity dwning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of
Barrower's Interest.
PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and
Londor further governant and agree as hallows:
A. PUD Obligations. Borrower shall gurio mall of Borrower's obligations under the PUD's Constituent Documents.

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

B. Hazard Insurance. So long as the Owners Accodistion maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is calculatory to Londer and which provides insurance coverage in the amounts, for the periods, and against the hazards Londer on sizes, including fire and hazards included within the term "extended coverage," then:

The "Constituent Documents" are the: (i) Declaration (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association.

- (i) Lender walves the provision in Uniform Covenent 2 for the monthly payment to Lender of one-twellth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Coverant 5 to maintain hazard insurance coverage on the Property is desired entitled to the extent that the required coverage is provided by the O veers Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard individuce coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a less to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower his hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

- G. Public Liability Insurance. Horrower shall take such actions as may be reasonable to incure that the Owners Association maintains a public liability insurance policy acceptable in form, unrount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable 9. Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Londer to the sums secured by the Security instrument as provided in Uniform Covenant 10.
- E. Lander's Prior Consent. Borrower shall not, except after notice to Londer and with Lender's prior written concent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by lire 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

MULTISTATE PUD RIDER -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT GFS Form G000812

Form 3150 9/90







(iv) any action which would have the effect of rendering the public limbility insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. Il Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Londer under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Londer agree to other forms of payment, these amounts shall been 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 PUD Rider.

ROBERT J CRISSIE	L - (Soal) - Horrowa
	-Borrowe
	(Seal) -Borrowe
	-Borrowe
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	ROBERT J CRISSIE

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