95697773 DEFY-01 RECORDING March 140012 YRAN 8957 10/13/95 09:45:00 Citicorp Mortgage, Inc. 40805 たわり ニュータボームタアファン PO. Box 790021 COOK COURTY RECORDER M.S. 321 St. Louis, MO 63179-0021 . Attn: Document Collection -- [Space Above This Line For Recording Data] --MORTGAGE THIS MORTGAGE 'Socurity Instrument') is given on OCTOBER 3, 1995 The merigager is ALFONSC LOZANO AND ANGELICA AGUIRRE LOZANO, MARRIED ("Borrower"). This Security Instrument is given to CA CITBANK F.S.B. , which is organized and existing under the laws of THE UNITED STATES OF AMERICA __, and whose address is - 12855 NORTH OUTER FORTY DRIVE 97, 13US, MISSOURI 63141-Borrower owes Lender the principal sum of O. H Indred Twenty Thousand Two Hundred Filty and 00/100 This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. \$ 120,250,00 Security Instrument ("Note"), which provides for monitriy payments, with the full debt, if not paid earlier, due and payable on This Security Instrument secures to Lender: (a) the repayment NOVEMBER 1, 2025 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 I to protect the security of this Security instrument; and (a) the performance of Borrower's covenants and agreements under his Security instrument and the Note. For this purpose, Borrower does hereby mortgings, grant and convey to Lender the Killowing described property located in County, Illinois: PERMANENT INDEX NUMBER: 19-29-305-040 LOT 20 IN BLOCK B IN F. H. BARTLETT'S PIRST ADDITION TO GREATER TOTH STREET Subdivision, being a subdivision of the south east 1/4 of the south hast 1/4 of erction 10, also in the southwest 1/4 of the southwest 1/4 and the south rast 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNHILD IS NOWTH, RANGE 13 SECTION THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, SILTHOIS which has the address of 7768 SOUTH MEADE AVENUE ("Proporty Address"); Minois 60659 7710 (0/10)

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ILLINOIS - Single Family - Fannia Maa/Freddie Mac UNIFORM INSTRUMENT

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Section Constitution

TOGETHER WITH all the improvements now or hereafter drected 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 foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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 propayment 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 reats 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 proverions of paragraph 8, in lieu of the payment of mortgage insurance promiums. 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 lean may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1074 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets classer 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 Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a tederal agency, instrumentality, or entity (including Lander, if Lander is such an institution) of in only 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 verilying 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 acrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable 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 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, Londer 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, Londer may so notin Borrower in writing, and, in such case Borrower shall pay to Londer the amount necessary to make up the deficiency. Borrower shall make up the delicioncy in no more than twelve monthly payments, at Lender's sole discretion.

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

Borrowar 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 lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the London's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to London subordinating the ken to this Security Instrument. If Lender determines that any part of the Property is subject to a ken which may attem priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the liun 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 fire, hazards included within the term "extended coverage" and any other hazards include ing floods or flooding, for which Londor requires insurance. This insurance shall be maintained in the amounts and for the periods that Londor requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above. Landar may, at Lundor's option, obtain covarage to protect Lundor's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lander shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid promitime and renewal notices. In the event of loss, Borrowar shall give prompt notice to the insurance carnor and Lander. London make proof of loss if not made promptly by Borrower.

Unions Landon and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the renteration or repair is economically feasible and Landar's security is not lessened. If the restoration or repair is not aconomically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lunder that the insurance carrier has offored to sattle a claim, then Lender may actient 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.

Unlass Londer and Borrower atherwise uprio in writing, any application of proceeds to principal shall not extend or posipone the due date of the monthly phyments released to in paragraphs 1 and 2 or change the amount of the phyments. If under paragraph 21 the Property is acquired by Lend ir, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall; the location to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- Occupancy, Preservation, Makrianance and Protection of the Property; Borrower's Loan Application; Lenseholds. Borrower shall occupy, astablish, and use the Property as Borrower's principal residence within sixty days after the execufrom of this Security Instrument and shall continue to occupy the Property is Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in wining, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit what a on the Property. Gerrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in fender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the flon created by the Security Instrument or Lendor's security interest. Borrower 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 Lendor's good faith determination, procludes forthing of the Borrower's inturnst in the Property or other material impairment of the iron created by this Security Instrument or Lander's security interest. Borrower shall also be in default if Borrower, during the foun application process, gave instally talse or inaccurate information or statements to Lander (or failed to provide Londer with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's accupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires les title to the Property, the leasehold and the les title shall not merge unless Lander agrees to the morger in writing.
- 7. Protection of Landar's Rights in the Property. If Borrower Inits to portorm the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lendor's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lendor 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 ever this Security Instrument, appearing in court, paying reasonable altorneys' fees and entaring on the Property to make repairs. Although Lander may take action under this paragraph 7, Londer does not have to do so.

Any amounts disbursed by Lander under this paragraph 7 shall become additional debt of Borrower secured by this linklate (e. 2.

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

- 6. Martgage Insurance. If Lender required mortgage insurance as a condition of making the lean secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance and month a sum equal to the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lander, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lander again becomes available and is obtained. Porrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a lone reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lorder or its agent may make reasonable entries upon and inspections of the Property. Londer shall give Borrower notice at the time of or prior to an inspection appelliying 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.

In the event of a total taking cl. P.c Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any access paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property in amediately 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 Londer otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the tair market value of the Property immediately before the taking of the Property immediately before the taking, unless Borrower and Lorder 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 London to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to London within 50 days after the date the notice is given, London 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 Borrowst otherwise agree in writing, any application of proceers 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 Lander Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lander shall not be required to commence proceedings against any successor in interest or release to extend time for payment or otherwise modify amortization of the sums successor by this Security Instrument by reason of any domaind made by the original Borrower's successors in interest. Any forbactance 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 bind and benefit 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 no-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 paragraphy obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other florrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan encured by this Security Instrument is subject to a law which sets maximum loan

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charges, and that law is finally interpreted so that the interest or other four charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits; will be refunded to Borrower. Londer may choose to make this relund by reducing the principal ewed 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 propayment charge under the Note.

- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivaring it or by malling 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 given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be 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 box, 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 Porrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial interest in Borrowerli 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 the Security Instrument. However, this option shall not be exercised by Lander it exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender thall 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 falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without to trier notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower mosts contain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (n) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atterneys' fees and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. Flowever, 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 his ument. 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 had. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Londer written notice of any Investigation, claim, domand, 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

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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 posticides and herbicides, volatile solvents, materials containing asbestos or formuldabyte and radioactive materials As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is localled that rolate to health, sulety or environmental protection.

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

- 21. Acceleration; Remedies. Lander 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 epecified in the notice may result in acceleration of the sums secured by this Security Instrument, foreglosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of borlower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lander at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may breaks this Security instrument by judicial proceeding. Lander shall be entitled to collect all expenses incurred in pursuing the comedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' ises and chais of title evidence.
- 22. Rolease. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to flor ower. Porrower shall pay any recordation costs.
 - To to war waives all right of homestead exemption in the Property 23. Walver of Homestand.
- 24. Riders to this Security Instrument. If one or more indees are executed by florrower and recorded together with this Security Instrument, the covenants and normalisate each such order shall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the inferts) were a part of this Security

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| BY SKINING BELOW, Borrower accept and in any infor(s) executed by Borrower and Witnesses: | | | ntomod in this Society Instrument (So Barrow | |
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| STATE OF ILLINOIS, COOK | County sa: | | | |
| personally known to me to be the name person(s | a Notary Public in and for said county and state, do BELICA AGUIRRE LOZANO BY ALFONDO LOZANO, ATTY-INFACTOR whose name(s) is/are subscribed to the foregoing instrument, appeared that he/she/they signed and delivered the said instrument as their therein set forth. | | | |
| Given under my hand and official soul, this 3RD | day of OCTOBER, 1995 | | | |
| My Commission expires: | Notary Public | | | |
| This instrument was propared by: CITIBANK, F.S.B. 12655 NORTH OUTER FORTY DRIVE ST. LOUIS, MISSOURI 63141- | Notary Public State of Illinois My Commission Expires 5/25/96 | | | |
| | My Commission Expires 5/25/96 | | | |
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