95804429

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

DEPT-01 AF CORDING

140012 IRAH 7745 11/20/95 13:41:00

\$203 4 CG 4-95-804429

LYOR LOGHTL RECORDER

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#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 6, 1995 The mortgagor is MARC & S DOTEN M.D. UNMARRIED. SINGLE NEVER MARRIED

CITIBANK F.S.B. under the laws of THE UNITED STATES OF AMERICA ("Borrower"). This Security Instrument is given to , which is organized and existing

12865 NORTH OUTER FORTY DRIVE ST LOWS, MISSOURI 63141-

\_\_\_, and whose address is

Borrower owes Lender the principal sum of Two Journal Fifty Thousand and 00/100

Dollars (U.S. \$ 250,000.00 This dobt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for morality payments, with the full debt, if not paid partier, due and payable on DECEMBER 1, 2025

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with Interest, and all rene wals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph ? to protect the security of this Security Instrument; and (c) the performance of Borrower's coverants and agreements under the Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Londar the four wing described property located in

UNIT 2 IN THE 626 WEST BELDEN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE POLLOWING DESCRIBED TRACT OF LAND!

THE EAST 28 FEET 2 INCHES OF THE WEST 1/2 OF LOT 3 OF ASSESSOR'S DIVISION OF THE EAST 1/2 OF OUT LOT 6 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DUCOMENT NUMBER COOK; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

M.33-103-017

which has the address of \$26 WEST BELDEN UNIT 2

llinois <u>60614</u>-

('Property Address');

ILLINOIS - Single Family - Famile Mae/Freddle Mac UNIFORM INSTRUMENT GFS Form 0000022

BOX 333-C

Complete Berger

TOGETHER WITH all the improvements now or hereafter erected on the property, and all passements, appurtenances, and lixtures 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".

BORPOWER COVENANTS that Borrower is lawfully selsed of the estate hereby convoyed 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. Barrower 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 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 lien on the Property; (b) yearly leasehold payments or ground relits on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (o) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the prolations 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 Floal Estate Settlement Procedures Act of 1974 is amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. I and r may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Factor thems 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 findfuding Lender, if Lender is such an institution) or many Federal Homo 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 purs 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 form, unless applicable faw provides otherwise. Unless an egreement is made or applicable law requires interest to be paid, for der shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in vibing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting or 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. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow hems when due, Lender may so not by Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deliciency. Force were shall make up the deliciency in no more than twelve monthly payments, at Lender's sole discretion.

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

- 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 grangraph 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 turnish to Lender receipts evidencing the payments.

Portower 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 Lander's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Londer may give Borrower a notice identifying the lien. Borrower shall eatisfy the lien 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 hareafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance 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, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid practiums 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 Londer for. Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not besened. If the restoration or repair is not accommically feasible or Lender's security would be leasened, 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 Lender that the insurance carrier has oftened to sellle a claim, then Lender may acreed 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 Lender and Borrower otherwise large in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments refer et to in puragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall rass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

B. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one 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 Borlowel's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit were on the Property. Borrower shall be in deleuit if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or othorwise meterially impair the lien created by Mis-Socurity Instrument or Lender'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, precludes forfaiture of the Borrower's interest in the Property or other material impairment of the lian croated by this Security Institute in Landar's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave minerially false 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 lessehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires les title to the Property, the leasehold and the fee title shall not merge unless Londer agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property fauch 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 lian which has priority over 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 debt of Burrower secured by this

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

- 8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan 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 ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. 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 lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss receive in flet 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. Corrower 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.** Conder or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the kine 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.

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 in meritately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. 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 of the Property 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 Lander to Dorrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restriction 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 procures 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; Forbsarance By Lancier Not a Walver. Extension of the time to payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any an cessor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in increst. Lender shall not be required to commence proceedings equinst any successor in interest or reluse to extend time or payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any domand made by the original Borrower or 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 Liebitity; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Burrower, 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 this Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
  - 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by lirst 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 lederal 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.
  - 18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial interest in Borrowert 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 Lander's prior written consont, Lander may, at its option, 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.

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 remadles permitted by this Security Instrument without rarrher notice or demand on Borrower.

- 18. Borrower's Alight to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment entering 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' lost; 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. John reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective or if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (regother 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 und if the Note and this Security incurrent. There also may be one or more changes of the Loan Servicer untelated to a sale of the Note. If there is a change of the Loan Servicer, Barrower will be given written notice of the change in accordance with paragraph 14 above and applicable fav. 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, uso, 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 Lendor 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

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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 flummable or toxic patroleum products, toxic pasticides and herbicides, voluțile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:

- 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, forestower by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after exceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Enrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at the option may require immediate payment in full of all sums secured by this Security instrument without further demand and most inscribe remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' less and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Walver of Homestead. Be regiver waives all right of homestead exemption in the Property.
- 24. Fiders to this Security Instrument If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amund and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]	$\tau_{-}$	
Adjustable Rate Rider	Con tam.hium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Ride	or Biweckly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify] ASSUM	PTION RIDER	
BY SIGNING BELOW, Borrower acce and in any rider(s) executed by Borrower an Witnesses:	pts and agrees to the terms and cuven antid recorded with it.	
	MARC S FELDSTEIN	O <sub>r</sub>
		-Borrowe -Borrowe 
	**************************************	-Barrowo

Form 3014 - 9/90 (page 6 of 7 pages)

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STATE OF ILLINOIS, COOK	County as:
	ly whose humels) is any subscribed to the longoing instrument, appears that he/she/they signed and dolivered the sakt instrument as <b>_hie/her</b>
Given under my hand and official seal, this 6734  My Commission expires:	day of NOVEMBER, 1995
This instrument was prepared by: CITIBANK, F.S.B. 12855 NORTH OUTER FORTY DRIVE ST. LOUIS, MISSOURI 63141-	"OFFICIAL SEAL" CHERYL ANN NUTLEY NOTARY PUBLIC, STATE OF ILLINOIS RY COMMISSION EXPIRES BEP. 10, 1999
	of County Clarks
	T C/O/A

Initials 116

Form 3014 - 9/90 page 7 of 7 pages) いいののはなから

Property Or County Clerk's Office

Loan Number: 5546400172

#### **CONDOMINIUM RIDER**

	THIS CONDOMINIUM RIDER is made this 6TH day of NOVEMBER, 1995
	and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the
	"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
٠,	CITIBANK, F.S.B.
	(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
	626 WEST BELDEN UNIT 2, CHICAGO, ILLINOIS 60614-
	[Properly Address)
	The Property includes a un' in, together with an undivided interest in the common elements of, a condominium project
	known as:
,	526 WEST RELPON
	Name of Condentinium Projectj
	(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners
	Association? holds the to property for the benefit or use of its members or shareholders, the Proporty also includes
	Borrower's interest in the Chairs Association and the uses, proceeds and benefits of Borrower's interest.
	CONDOMINIUM COVERATIS. In addition to the covenants and agreements made in the Security Instrument,
	Borrower and Lender further coverant and agree as follows:
•	A. Condominium Obligations. Potrower shall perform all of Borrower's obligations under the Condominium Project's
	Constituent Documents. The "Constitue" Documents are the: (i) Declaration or any other document which creates the
	Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Berrower shall promptly
	pay, when due, all dues and assessments impossed pursuant to the Constituent Documents.
	B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a
	"master" or "blanket" policy on the Condominium Firmet which is satisfactory to Lender and which provides insurance
	coverage in the amounts, for the periods, and agains, the lockards Lender requires, including lire and hazards included
•	within the term "extended coverage," then:
	(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twellth of the
•	yearly premium instellments for hazard insurance on the Property, and
	(ii) Borrower's obligation under Unitarm Covenant 5 to maintain hazard insurance coverage on the Property is
	deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.
	Borrower shall give Lender prompt notice of any lapse in required hazar, acturance coverage.
	In the event of a distribution of hazard insurance proceeds in tieu of resistation or repair following a loss to the
-	Property, whether to the unit or to common elements, any proceeds payable to board wer are hereby assigned and shall be
	paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.
•	C. Public Liability Insurance. Borrower shall take such actions as may be rea onable to insure that the Owners
	Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
	D. Condemnation. The proceeds of any award or claim for damages, direct or conseque itial, payable to Borrower in
	connection with any conductination or other taking of all or any part of the Property, whether or the unit or of the common
	elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Londer. Such proceeds
	shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Coverage 10.
	E. Lander's Prior Consent. Borrower shall not, except after notice to Londer and with Lander's prior written
	consent, either partition or subdivide the Property or consent to:
	(i) the abandonment or termination of the Condominium Project, except for abandonment or termination
	required by law in the case of substantial destruction by line 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 high region of the second o
	(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by
	the Owners Association unacceptable to Lender.

MULTISTATE CONDOMINIUM RIDER - Single Family - Fennie Mae/Freddie Med UNIFORM INSTRUMENT

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F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lendor may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, those amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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#### FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

day of NOVEMBER, 1985, and is incorporated into THIS FIXED/ADJUSTABLE PATE PIDER is made this 6TH and shall be deemed to amond 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 Fixed/Adjustable Rate Note (the "Note") to

CITIBANK, F.S.B.

(the "Lender") of the

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

828 WEST BELDEN UNIT 2, CHICAGO, ILLINOIS 60614-

[Proporty Address]

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 RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM HATE THE BORROWER MUST PAY.

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

#### A, ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.375 %. The Note also provides for a change in the initial fixed rate 🗠 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 DECEMBER, 2002 the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interast rate changes to an adjustable interest rate, and each date on which my edjustable 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 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 nation 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 Cuarters percentage points ( 2.750 %) 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 unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will 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 12,375 % or loss than 2,750 % Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percent age 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 12.375 - %.

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

(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 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 the change in my initial fixed interest rate to an adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly negment, 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.

#### 8, TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

If Lender exercises this option, I and it shall give Borrower notice of acceleration. The notice shall provide a period of not tase 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 cums 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. WHEN BORROWER'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 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:

Transfer of the Property or a Beneficial Interest in Borrower. If a for any part of the Property or any inforest 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 Lander's prior written consent, Lander may, at its option, regular immediate payment in full of all sunts secured by this Security Instrument. However, this option shall not be exercised by Lender it exercise is prohibited by lederal 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 me intended transfered as if a new loan were being made to the transferoe; and (b) Lender reasonably determines that 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 Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable lee as a condition? Lender'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. Betrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower natice 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, Londer 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.

Mary & C.			
MARC S FELDSTEIN , D	·Borrower		-Borrowe
	(Seal) -Borrower		(Seal)
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Form 3182 5/94 (pagu 3 of 3 pages)

#### FIXED/ADJUSTABLE RATE ASSUMPTION RIDER

THIS ASSUMPTION RIDER is made this GIH day of NOVEMBER
19 95 and is incorporated into and shall be deemed to amend
and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned person whether one or more, (the "Borrower")
to secure Borrower's Mote to CITIPANK, F.S.B.
(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 120 WEST BELDEN UNIT 2, CHICAGO, IL 19814-
(PFCPERTY ADDRESS)

ASSUMPTION COVENANT's. In addition to the covenants and agree- a ments made in the Security instrument, Borrower and Lender further covenant and agree as follows:

- A. ASSUMPTION. Any person purchasing the Property from Borrower may assume full liability to repay Borrower's Note to Lender under the terms and conditions set out in this Assumption Rider.
- B. AGREEMENT. Lender may require the Purchaser to sign an assumption agreement, in the form required by Lender, which obligates the Purchaser to knop all the promises and agreements made in the Note and Security Instrument. Borrows: 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:
  - Lender shall have no obligation to allow assumption by a purchaser from Borrower 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 it Londer 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
- Lender must reasonably determine that Lender's security will not be impaired by the loan assumption.
- D. ASSUMPTION HATE. Lender will allow assumption by Purchaser at Borrower's Note interest rats 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.

this Assumption Fider.	Mansfel	(Seal)
	MARC S FELDSTEIN M D'	-Barrows
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