ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY 95155930

063992 NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE AS YOUR AGENT BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT, WHEN A POWER IS EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM, BUT NOT CO-AGENTS. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER INDICATED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE AP EXPLAINED MORE PULLY IN ILLINOIS REVISED STATUTES 1988. CHAPTER 110 1/2, PARAGRAPH 803-4. THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIPPERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD SEEK LEGAL

T+0014 TRAN 4692 03/08/95 13:32:00 #4213 # JW W-95-155930 COOK COUNTY RECORDER

KNOW ALL MEN BY THESE PRESENTS,

ADVICE.

That, I, DeBOIS MITCHELL, whose address is 534 PART AJE. #346. Wmake, Nr. 6110 T. Fereby appoint ATTORNEY MARY L. STEWART as my agent and attorney in fact to act for me and in my name in any way I could act in person with respect to the following powers, but subject to any limitations inserted in paragraph 2 below:

Real estate related transaction: to execute documents required to transfer property owned by me at 9020 DANTE, Chicago, Illinois by accepting and/or executing any and all papers and/or documents necessary to complete the sale of said property and to accept checks resulting from the sale made payable to me but not to endorse same.

2. That the powers granted above are limited to the transaction indicated in Paragraph 1 above.

3. This power of attorney shall become effective on December 15, 1994 and shall be effective until revoked in writing by me.

Material, SIGNED: Jo -7½ by DeBOIS MITCHELL (Principal)

State of Nabrarka County of

The undersigned, a notary public in and for the above state and county, certifies that DeBOIS MITCHELL, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me in person and acknowledged signing and delivering the instrument as her free and voluntary act, for the uses and purposes therein set forth.

DATED: 142054

My commission expires

This document was prepared by Mary L. Stewart, Esquire.

TICOR TITLE BOX 15

SEERL WILET-State of Malania

NOTARY PUBLIC

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Office Like

Clarks Clarks

COMMON ADDRESS: 9020 S. DANTE, CHICAGO, ILLINOIS 60619

PERMANENT INDEX NUMBER:

VOL. 281 25-02-222-024

LOT 6 IN BLOCK 22 IN 24D ADDITION TO CALUMET GATEWAY, IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

Property of Coot County Clert's Office

A24223336

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter 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 ensurance shall be chosen by Borrower subject to Lender's approval which shall not be unreaconably 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.

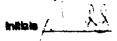
All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause Lender shall have no right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender gray make proof of loss if not made promptly by Borrower.

Unless Lender and 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 lessened. If the restoration or repair is not economically 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 Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or 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 agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. It under paragraph 21 the Property is acquired by Lender, Borrolver's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lerder's 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, preciodes for aturn of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is 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 merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Proparty. 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 (such 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' 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 Borrower secured by this



Security Instrument. Unless Borrower and Lender agree to other forms 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 utfact. If for any reason, the mortgage insurance coverage substantially equivalent to the mortgage insurance previously in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If 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 reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. For 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. Lesions or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the 1 min 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 extess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immodiately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Leider, 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 abundaned by Borrower, or if, after notice by Lender to Purrower 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 restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 11. Borrower Not Released; Forbearance By Lender Not a 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. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand 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 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 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 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 continues 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. Burrower shall be given one conformed copy of the Note and of this Security Instrument

17. Transfer of the Property or a Beneficial Interest in Borrowerd 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 risky, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shull 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.

- 18. Borrower's Right to Reinstate. If Borrower meets direction conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable (aw may specify for reinstatement) before sale of the Pronerly 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 attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights of the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Us no 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 togrifier with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 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 Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall

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promptly take all necessary remedial actions in accordance with I-nvironmental Law

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances ces by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehydic and radioactive materials As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is logated 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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after consistence of a default or any other detense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its cotion may require immediate payment in full of all sums secured by this Security Instrument without further demand and may to eclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing (b) remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' tees and costs of title evidence.
- Upon payment of all sums secured by this Security Instrument, Lender shall release this Security 22. Reizase. instrument without charge to Borrower Borrower shall pay any recordation costs.
 - borrower waives all right of homestead exemption in the Property. 23. Waiver of Homestead.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and sugreements of each such rider shall be incorporated into and shall amend 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)]	_ ′	
🔀 Adjustable Rate Rider	Consominum Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Pider	Second Home Rider
X Other(s) [specify] ESCROW	RIDER, ASSUMPTION RIDEF	
BY SIGNING RELOW, Borrower accept and in any rider(s) executed by Borrower and Witnesses:	s and agrees to the terms and covenants contained with it. PATRICK SMITH	(Seal
	Pish Smi	(Seal
	RUTH SMITH	-Borrowe
		(Soal
		(Sea
		-Borrowei

Form 3014 (page 6 of 7 pages)

Property of Cook County Clark's Office

STATE OF ILLINOIS,		inal.	County se:
· ·	AND RUTH SMITH ime person(s) wh knowledged that i	f lose name(s) is/ate he/she/they.signed	Notary Public in and for said county and state, do subscribed to the foregoing instrument, appeared and delivered the said instrument as their
Given under my hand an J official sea	i, this 2nd	day of March, 19	
My Commission expires: 27377	2	 Notary Put	Minus Krienke
This instrument was prepared by: CITIBANK, F.S.B. 12855 NORTH OUTER FORTY DRIVE ST. LOUIS, MISSOURI 63141-	Ox Coc	05 1 10 17 05 1 188F 197287 886.7. 197087 886.7.	DATE AND TO THE PARTY OF THE PA
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Form 3014 9:90 (page 7 of 7 pages)

1000 Party

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ADJUSTABLE RATE ASSUMPTION RIDER

THIS ASSUMPTION RIDER	is more this 2nd	day of	March
19 95	_, and is incorporated	into and shall be de	eemed to amend
and supplement the Mortga	ge. Deed of Trust or Se	curity Deed (the Sec	unty instrument")
of the same date given by th			(the "Borrower")
to secure Borrower's Note to	CITIBANK F.S.B.		
	<u> </u>		
(the Lender") of the same			
Instrument and located at:	615 EAST MAYEAR BO	AF ABLINGTON HE	IGHTS_IL_60005
	(PROPERTY ADDRI	ESS)	

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

- A. ASSUMPTION. Any person purchasing the Property from Borrower may assume full liability to repay Borrower's Note to Lender under the terms and conditions set out in this Assumption Rider.
- B. AGREEMENT. Lender may require the Purchaser to sign an assumption agreement, in the form required by Lender, which obligates the Purchaser to keep all the promises and agreements made in the Note and Security Instrument. Borrower 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:
 - This Assumption Rider applies only to the first transfer of the Property by Borrower and not to a foreclosure sale;
 - Purchaser must be an individual, not a partnership, corporation or other entity;
 - Purchaser must meet Lender's credit underwriting standards for the type of loan being assumed as if Lender were making a new loan to Purchaser;

- 4 Purchaser shall assume only the balance due on the Note at the time of assumption for the term remaining on the Note,
- 5 If applicable, Borrower's private mortgage insurance coverage must be transferred to the Purchaser in writing, unless waived by Lender.
- 6 If Borrower's Note has a conversion feature and Borrower has exercised the right of conversion of this loan to a fixed rate loan from Lender, this Assumption Rider is void and Lender has no obligation to allow assumption by a Purchaser from Borrower, and
- Lender must reasonably determine that Lender's security will not be impaired by the loan assumption.
- D. ASSU'APTION RATE. Lender will allow assumption by Purchaser at Borrower's Note interest ration effect at the time of assumption.
- E. ADDITIONAL CHARGES. In addition, Lender may charge an amount up to one percent (1%) of the current Note balance and its normal loan closing costs, except the cost of a real estate appraisal.

BY SIGNING BELOW, Borrower accords a	and agrees to the terms and covenants of	
this Assumption Rider		,
	PATRICK SMITH	_ (Seal)
	X RUTH SMITH	_ (Seal)
	x C/G/L	_ (Seai) -Banske
	x Ox	(Seal)

Lnan # 5501400174

ESCROW RIDER

This Escrow Rider is made this 2nd _day of _March 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 the
Borrower's Note to CITIBANK, F.S.B.
2855 NORTH OUTER FORTY DRIVE ST. LOUIS, MISSOURI 63141-
the dender of the same date and covering the property described in the Security Instrument
ino located at:
15 EAST MAY FAIR ROAD, ARLINGTON HEIGHTS, IL 60005-
(Property Address)

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

2. Funds for Taxes and fest ance. 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") equal to Lender's estimate, as described below, of: (a) one-twelfth of each type of yearly taxes and assessments which may attain priority over this Security Instrument; (b) one-twelfth of the yearly leasehold payments or ground rents on the Property, if any; (c) one-twelfth of the yearly hazard or property insurance premiums; (d) one-twelfth of the yearly flood insurance premiums, if any; and (f) one-twelfth of any similar items which are commonly h) paid by borrowers to lenders whether now or in the future, in connection with a secured debt.

The items described in (a) - (f) are called "Escrow in ms".

The Funds shall be placed in an account ("Escrow Account") at an institution whose deposits are insured by a federal agency, instrumentality or entity (including Lender, if Lender is such an institution) or at any Federal Home Loan Bank. Lender may charge Currower for holding and applying the Funds, analyzing the Escrow Account and verifying the Escrow Items, and Lender may require Borrower to pay a one-time charge to establish a real estate tax reporting service used or provided by Lender in connection with this loan. Lender shall not be required to pay Borrower any interest or earnings on the Funds.

Lender shall annually analyze the Escrow Account to determine the account of the monthly Funds being collected for each Escrow Item; at its option Lender may analyze the Escrow Account more frequently. Lender shall estimate the amount of Funds needed in the Escrow Account, to pay future Escrow Items when due, on the basis of: (i) current data, including the anticipated disbursement dates for each Escrowitem: (ii) reasonable estimates of expenditures of future Escrowitems; (iii) the time interval between disbursements for each Escrow Item; and (iv) the amount of Funds in the Escrow Account for each Escrow Item at the time Lender analyzes the Escrow Account. Lender and Corrower agree that Lender's estimate of the amount of Funds needed in the Escrow Account is an approximate calculation. At any time if the amount of Funds in the Escrow Account for each Escrow Item will not be sufficient to pay each Escrow Item when due, Lender may notify Borrower in writing and may h) require Borrower to pay Lender the amount of the deficiency. Borrower shall be in default if, after receipt of notice from Lender, Borrower fails to timely pay Lender the amount of the deficiency. At Lender's sole discretion, Borrower may repay any deficiency in no more than 12 monthly payments. If Lender's Escrow Account analysis indicates that the Funds in the Escrow Account for each Escrow Item exceed the amount Lender estimates is needed to pay each future Escrow Item when due, Lender shall refund any such excess to Borrower within 30 days of the Escrow Account analysis. In addition to the Funds estimated as described above, and to ensure that the Funds in the Escrow Account will be sufficient to pay Escrow Items when due, Lender may require Borrower to maintain in the Escrow Account an additional balance of Funds not to exceed 2 monthly escrow payments

MB-1911 7 94 3911 Page 1 of 2 pages

Loan # 5501400174

Lander shall apply the Funds to pay the Escrow Items when due. Lender shall give to Borrower an annual accounting of the Escrow Account, showing credits and debits to the Escrow Account and the purpose for which each debit from the Escrow Account was made. The Funds in the Escrow Account are pledged to Lender as additional security for all sums secured by this Security Instrument. Upon payment in full of all sums secured by this security Instrument, Limiter shall refund to Borrower any Funds held by Lender. Such retund shall be made within 30 days of Borrower's payment of all sums. secured by this Security Instrument. If, under paragraph 21, Lender shall acquire or sell the Property. Legistal prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquicition or sale as a credit against the sums secured by this Security Instrument.

Lender's and Borrower's covenants and agreements under this paragraph 2 are subject to applicable state and federal law.

By signing bekey, Borrower accepts and agrees to the terms of this Escrow Rider

, Borrower accept	s and agrees to the terms of this Escrow Rider	
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	RUTH SMITH	Borrower
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MB-1911 6/94 3911 Page 2 of 2 pages

Loan No. 5501400174

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 2nd

day of March, 1995

and is incorporated into and shall be deemed to amend and supplement the Mcngago, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrowar", to secure Borrower's Adjustable Rate Note (the "Note") to CITISANK, F.S.B.

(the "Lander") of the same date and covering the property described in the Security matrixment and located at:

818 EAST MAYFAIR ROAD, ARLINGTON HEIGHTS, ILLINOIS 60005-

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE 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 Lender furtile covenant and agree as follows:

A. INTEREST HATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.375 terest rate and the inc. they payments, as follows:

%. The Note provides for changes in the in-

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will ney may change on the first day of April, 1995.

and on that day every 12th month thereafter. Eac'i date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my 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 perfore each Change Date is called the "Current Index."

if the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this phoice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will (alculate my new interest rate by adding Two and \$ Quartor percentage points (2,25 %) to the Current Index. The Note Holder will their round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits states 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 mount of the mount that would be sufficient to repay the unpaid principal that I am expected to own at the Change Date in full on the naturity date at my new interest lirate 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 by grower than 8.375 % or less than 4.375 %. Thereafter, my interest rate will never be increased or paccessed 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 twelve months. My interest rate will never be greater than 12.375 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the a nount of my new-monthly payment beginning on the first monthly payment date after the Change Date until the amount of my nonthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and thir emount of my monthly payment before the effective date of any change. The notice will include information required by favor to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Famile Mee/Freddin Mac Uniform Instrument

GPS Form G000511 5/85 (Voge 1 of 2 pages)

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Loan No. 5501400174

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

Uniform Covenant 17 of the Security Instrument is amended to read as follows

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is cold or transferred and Borrower is not a natural person) without Lender's prior written monant. Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the in ended transferies; and (b) Lender reasonably determines that Lender's security will not be acceptable to Lender.

To the extent permitted by applicable iam, Lender may charge a reasonable tee as a condition to Lender's consent to the loan assumption. Lender may also require the transferse to sign an assumption agreement that is acceptable to Lender and that obligates the transferse 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.

If Lender excroses 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 any invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELON, Borrower accepts and agrees to the terms and cover and contained in this Adjustable Reto

Fider.

(Seal)

PATRICK SMITH

(Seal)

-Borrower

-Borrower

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