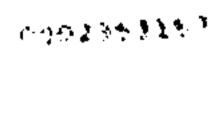


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UNIFORM COVENANTS . Increase and Exercise provident and agrees as fullows

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1. PAYADENT SH PRODUCTERS. AND INTEREET PREPAYADENT AND LAID LAID CHARGES. BARGWAR shall promptly pay when the Wespersept of and interval on the dabit contents of by the Plots and any propayment and late shatges due under the built.

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The Funde shull be planed in it's account ("Redrive Assault") of an institution where departs are insured by a fageral agonay, institumentation, or entry Unclosing Lander. If Londer is such an institution or at any Faderal Home Look Spin. Contex soly sholgs Barrower for holding and applying the funde, amorphing the Rearw Assault and versiging the Fullow Heres, and Londer may sequire Barrower to pay a one-three sharps to establish a text colors to reporting service used or provided by Londer any sequire Barrower to pay a one-three sharps to establish a text colors to reporting service used or provided by Londer any sequire wells this four. Londer shall not be required to pay Barrower any interest in exciting in the Funde.

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Lender shall upply the Panda to pay the Boarow Hame when the Lander shall give to Berrowar an annual assumpting of the Essence Assault, showing erachts and detris to the Essence Sevent and the purplies for which each debit from the Essence Assault or in teats. The Funds is the Essence Assumption and the purplies for which each debit from the Essence by this Security increases. Upper premare is tell of all upper energies by this Security Instrument, Lender shall refund in Berrower sing Funds hold be Lander. Such refund shall be tools within 30 days of Borrower's payment of all refund in Berrower sing Funds hold be Lander. Such refund shall be tools within 30 days of Borrower's payment of all refund to Berrower sing Funds hold be Lander. Such refund shall be tools within 30 days of Borrower's payment of all refund to Berrower sing Funds hold be Lander. Such refund shall be tools within 30 days of Borrower's payment of all refund to Berrower sing Funds hold be Lander. Such refund shall be tools within 30 days of Borrower's payment of all refund to Berrower's by this Security instrument. If when paragraph 21, Lender shall ender a self the Property, Lunder prior to the solution of sets of the Property, shall apply any Pande hold by Lander 21 de time of angulation or sets or a wet appoint the solution be this Security lacturent.

London's and Borreann's automents and agreements under this paragraph 2 are traject to applicable sists and tudaral can

3. APPLICATION OF PAYNERITS. Linkses sumicable law provides otherwise, all payne with received by Londer under pre-agraphs 3 and 2 shall be applied first, in any propagneent thergoi due water the Nova; semand, is provide payobin enter provident 2, and any work payable by Richards to Lander in senardstee with the providion of paragraph 8, is like of the phyteent of mortpage incorance provident: there is allocations; fourth, to principal the and lest, is any late sharpes the ender the Kole.

4. DINCHARS, LIMPE . Be-viewe shall pay all Lives, measureness, charges, times and impositions strikulates to the Property which now allow oriently over this Bouncity instrument, and least-total payments or ground came, any Bourcover shall any June compations in the measure provided in paragraph 3, or if not paid is that meaner, Borrows, that pay tenso on their directly to the parameter sund populated. Sourcover shall promptly furnish to Londor all antibutes of amounts to be puter under this paragraph. If Parrows makes these populates directly, Borrowser chail promptly furnish to Londor resulpts evolved the parameter.

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9. SARAND OF PROPERTY DESUBLISH'S increase shall keep the improvements now palating is hereefter evented in the property how set against loss by the hazards included within the term "extended coverage" and any other hazards for which kender requires insurance including findin or flabeling, whether we not identifies or existing at the term the lose is made. The insurance including findin or flabeling, whether we not identifies or existing at the term the lose is made. The insurance including findin or flabeling, whether we not identifies or existing at the term the lose is made. The insurance is shall be maintained in the amounts and for the periods that londer requires. The losure cartier providing this insurance shall be chosen by Secretions askjest to Londer's approval which shall be unlike reably withheld. It Borrower face to maintain on-werage described shows, lander may at Londer's option related every to provide the sights in the Property in according with Paragraph ?.

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incurance general shall be applied to restore limit or repair of the Property demailed if in Lander's sole determination the restoretion or reach is uncomminally fractible and Lander's security is not tessened. If the sectoretion in open is antisole method by fractible or conder's security would be tessened, the insurance proceeds shell be applied for the curve resured by this Security Historetical whether or not then due with any excess paid to Borrower. If Borrower abond/on, the "ruperty, or does not ensure a their sole proceeds. Lander may use the proceeds to rease of restore the Proberty or it posions secured by this Beautity Incurrent, whether or not then may use the proceeds to rease of restore the Proberty or it posions and by this Beautity Incurrent, whether or not then the the the proceeds to rease of restore the Proberty or it posions and by this Beautity Incurrent, whether or not then the the original will begin when the notice is given.

Unliss Londer and Burrower where is stres in writing, any application of proceeds to proceed what not extend or custome the decide of the monthly provents referred to in paragraphs 1 and 2 or charge the amount of the prythests is under paragraph 21 the Property is accorded by Lander. Borrower's right to any insurance policies and proceeds resulting from demage to the Property prior to the second by this pass to Lander to the extent of the sums secured by this Security instrument immediately prior to the regulation.

OCCUPANCY PRESERVATION, MAINTEN UNCE AND PROTECTION OF THE PROPERTY, BORROWER'S LOAN APPLICATION LEADENOLOS . Rorrower shall occupy establish, and use the Property as Borrower's principal exclamate within sixty days efter the execution of the Security contrament and shall continue to occupy the Property of Histower's principal residence for at least use year after the dife of streppiney, unless Lander otherwise agrees in writing which concent shall not be unreasonably withheld, or unless extensions exist which are boyond Borrowers control. Burrows shall not destroy, dowage of impair the Property, allow the Property to deteriorate, or edennit wests on the Preparty Borrower shall be in default if any farialture solicy or proceeding, whether shall be eximinal, is buyon that in Lander's undefails independent acula result in furfailure of the Plankry or atherwise meterially impair the lish stated by this Security instrument or Lender's security interest. Serviver may gets such a default and reinsteis, in provided in preservable 18. by exercise the action or proceeding to be dismissed with device that, in Londer's good faith determination as forfollore of the Borrower's interest in the Property or old anterial imperment of the lies scatted by this pr achud with instrument or Conder's country interest. Borrower shull also be in felse I if Borrower, during the lose application use, gove materially Julia as impossible information or statements to Conductor failed to provide Lander with any utal information in connection with the faux ovidenced by the Note, Indiana), but nut limited to representations equippersoning Borrowar's susception of the Property as a principal residence. If this you sty instrument is on a federations Operator shall comply with all the procession of the lease. If Corrawie scatter for four property the leasehold and the tee title shaft est mange unless Landar sprave to the marger in writing

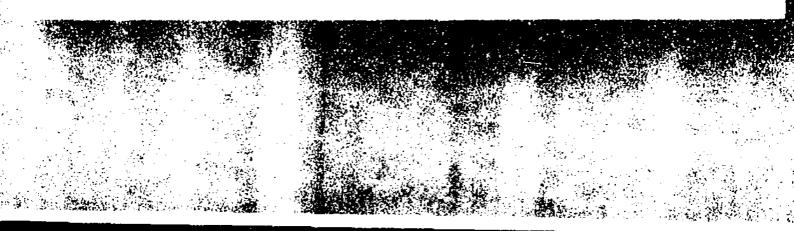
3. MILTECTION OF LENDERS MORTE IN THE PROPERTY. If Borrower tails to perform the novements and epresments suntained in this Security instrument, or there is a legal proceeding that may significantly iffer? Lender's rights in the Property such as a proceeding in benkriptory, probets, for condemnation or fortalture or to all the leves or regulational bear tender any do and pay for interview in anoscency to protect the value of the Property and center a rights in the Property Lender's contained by a list proceeding in benkriptory instrument of the property and center's needed by a list water of the Property and center's needed by a list water of the Property and center's rights in the Property Lender's count paying casonable activities and paying feet for particles investives of the Property of the feature of the Property o

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In SIGNTGACK MIRLINGT. If Leader registed mortgage incurates as a condition of making the tran correct by two Bounds the technical Barrawan shall pay the previous registed to masses the barra of fact. It is any reason, the technical to the second pay the previous of the party of the marigage incurates in offset. It is any reasons are dead to the technic overage consisted by Leader topoles or nearing an incurate providently the strategy control by tender to near the marigage incurates or other to the strategy controls and the marigage incurates and the strategy controls and the marigage incurates and the strategy controls and the marigage incurates and pay the strate of a party equilation of the tender of the backeting controls of the marigage incurates provided in the strate of a party incurate approved by a strategy in the state of the party marigage incurates and and the strate shall pay the lander approved by a state of the state for the party marigage incurates previously in these tendes when the incurate a strategy of the state of the party marigage incurates and pay to be pay to the lander and states a strategy of the state of the party marigage incurates previously being and by Barrawark when the incurate a strategy is the another of the party marigage incurates and relates the option of the strate when the incurate a strategy is the another of the party marigage incurates and relates the option of the strate is a fine reserve in May of merides. Loss reserve payments may no langer to required at the option of tender if marigage insurance available of the obtained. Barraware shall pay the presentes a pay of a state of a strate of the strategy in the another and to be strated. The payments may no langer to required to market approved by tender again thereare available of the obtained. Barraware shall pay the presentes a state of measures and the option is any and the pay and the pay and the pay tender to market appreciate of the obtained. Barraware the pay the presentes a state of a specing a state of a sp

2 JUSPECTORE Lander or its spent me, make researable untries upon and importions of the Property Lunder shall give government notice at the time of or prive to m importion specifying researable source for the instantion

10. CONDENNETTOP: The proceede at an assume or class for demogra, dreet be expression in connection with any condennation or Ditar taking at any part of the "ropicity, or fac conveyance in flow of condennation, are hereby sectored and shall be paid to London

in the sound of a total taking of the Property. We proceed what be applied to the sums sourced by this Security ingramment, whether or net then deb, with any access pold to Berrower. In the overt of a partial taking of the Property in which the foir market value of the Property Immediately botters the taking is equal to or provide than the antount of the source becard by this Security instrument immediately botters the taking is equal to or provide than the antount of the source becard by this Security instrument immediately botters the taking, unless berrower and Londer otherwise agree in writing, the sums secured by this Beautity instrument shall be to found by the beneutil of the proceeder multiplied by the futuring fraction at the total emogrit of the same secured framediately botter the taking, divided by the for market value of the Property immediately before the being. Any betwee shall be provide the Berrower in the owner of a partial taking of the Property in which the fair market value of the Property immediately botters the taking is less than the amount of the same vegering inmodiately before the taking, unless Berrower and Londer a court for a partial staking at the Property in which the fair market value of the Property immediately botters agree in writing or unless applied is law otherwise provides, the proceeds shall be applied to the same secured by the formity instrument whatfire or not the same are then den

If the Property is allowed by Derrower, or if, offer notice by Londer in Boryows, but the conditions offers to each an eward or petter a elater for damages. Derrower facts to respond by Londer within 30 drys after the date the molice is given. Laster is sufficient to collect and apply the proceeds at its option. What to reflere on an analysis of the Property of the two senses secured by this Security betranear inholder or not then due

Unlass Lunder and Barrower otherwise agree in writing, any application of proceeds to proceeds to proceeds in state estand or pastpoine the due sate at the mount payments retarred to in paragraphe 1 and 2 or sharps the smount of such payments.

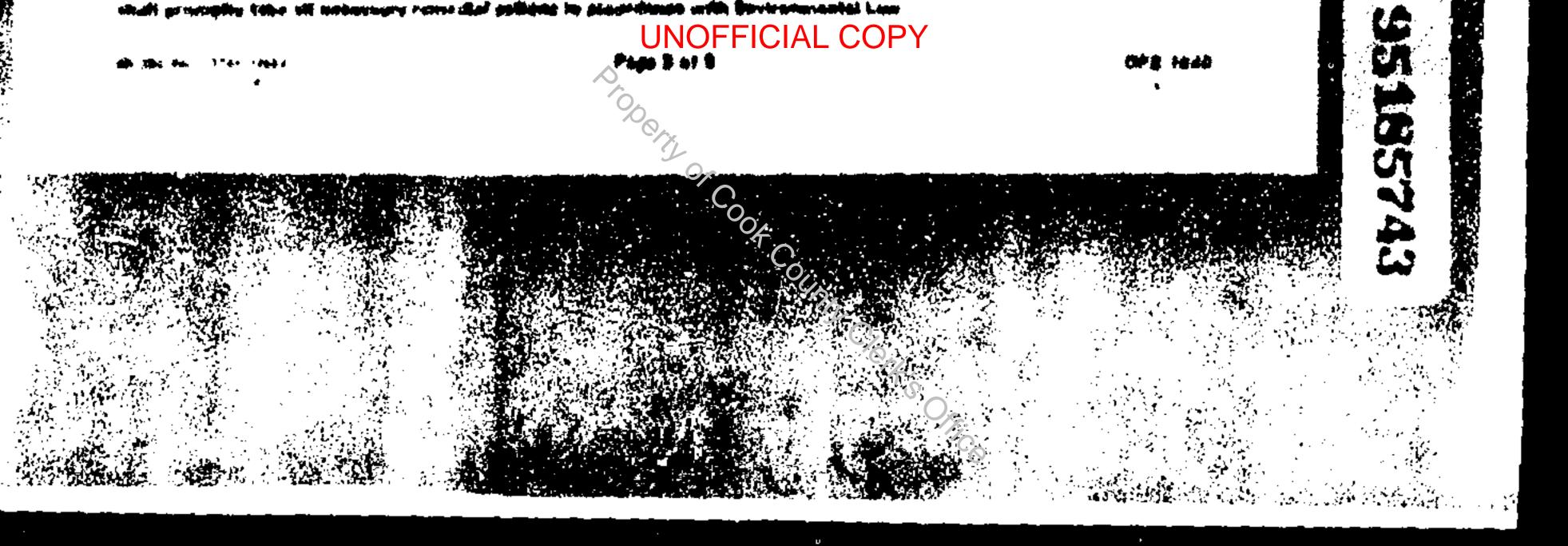
11 SOMMONEN ROT RELIASED FORBERARICE BY LENDEN MOY A WAIVER. Extension of the Induit or payment of mudification of emertization of the sume secural by this Bountly Instrument granted by Lender to any cucescent of interest of floreners shall not spores to tolesse the Hability of the original Borrower or Borrower's successor in interest (ander shall not be required to someone proceedings spinst any successor in interest or refuse to extend time to: payment or othernisc modify emertization of the sume sourced by this Bountly Instrument by reacon it any immand model by the original Borrower or Borrower's partnessors in interest. Any forbuseness by Londer in scoretting ony light in remark shall not be a water of or precision the exercise of any right or remady.

Modifications of any of Barrinners or Londer's accuments or agreements under this Security Instrument or the Note shall not the er a solid factor, relaxes or novation, bit change or longer's courty interest of the privative in the Property, RK affect Londer's rights to prohibilit or restrict future modifications requested by Burrower or the effect Lander's rights or remaines under this Security Instrument or the Note.

12 SUCCESSORE AND ADDITION POLIND. JOINT AND SEVERAL LIADELTY CO. SUMMERS. The contenants and agreements at this Security Indocess that bind and backlif the sugarsions and assigns of London and Romanus cubicat in the provisions of paragraph 57. Sectorer's equations and apresentative shell be joint and easers in Any Botrower subexample, the Security Indocess but does not execute the Note. It's to consider the Security Instrument only to mertage, grant and energy that Represent's Interest in the Property under the forms of this Security Instrument only to generate by solidated to pay the subbacter's Interest in the Property under the forms of this Security Instrument and any other parachelity optigated to pay the subbacters of this Security Instrument, and let agrees that Londer and any other Berminer day agree to extend, modity, further or make any accommodizions with repart to the terms of the Security Instrument of the Security Instrument that Security Instrument, and let agrees that Londer and any other Berminer day agree to extend that Berminer's operant.

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NON-LINPORM COVENIANTS. Berrower and Lander further sevenant and egran as follows

2. ALTERIATION: REMAINER. Loader shall give notice to Berrowar prior to accoloration fullowing Amrowars a breach at any services or agreement in this Security instrument that not prior to accoloration order perograph. It unless replicable for provides otherwise. The notice shall specify (a) the default b) the ection required to sure the default if a data, not to any outless otherwise. The notice shall specify (a) the default b) the ection required to sure the default if a data, not to an indicate the date the notice is provide a by which the default or sured, and the the replicable for provides otherwise. The notice shall specify (a) the default b) the ection required to sure the default of the data, not to an indicate the date the notice is provide a by which the default or the sums to sured, and the the replicable for provides an arbitrary by justice the date specified in the action may result in scalaration of the sums to sure to an action of the right to constance by justice proceeding and cale of the Property. The notice shall further inform devolves of a default of the constance by antice proceeding and cale of the tradition shall further inform successful to the date equation of a default of the active of account of the right to accure at the default is not our second by this Security between the date of a dates, Londer of the splice scale the factors the between the publical proceeding. Context shall be entitled to be in the second of a date of the splice the splites a tensored by the of belief to complied to off a second of a date of the splited to the second of a second by publicate to the splitest personality by the solution of the splite of the splitest form and any faceles this Bace by the splitest is garageaph at an adding the of balance to the splited to be any faceles the providence.

22 HELEASE Upon payment of all sume on real by this Booutly Indisavent Louder shelt release the Boourity Instrument. Subject to applicable law, Borrows, or a car way a reasonable fed for the preparation of the release decement and shall pay any recorded on souls.

25 WAIVER OF HOMESTEAD. Bertower weives all right at humacheed asomption in the Property

24. HOPERS 10 THOS SECURITY PROTININGET. If and an over date at a statuted by Borrowar and read-dad inquition with this Security Instrument, the secondaries and agreements of Carrowski rider shell be insurported into and shell encode and supplement the sovenants and agreements of this Security limit as if the riderics were a part of this Security instrument. IChust applicable basical

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 18th day of AUGUST , 1993 , 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 "Borrowar") to secure Borrower's Note to

CITIBANK, FEDERAL SAVING BANK

the "Lender") of the same date and covering the Property described in the Security Instrument and located at

221 GRAND BOULEVARD, PARK RIDGE, ILLINOIS 60068

(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument; building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stores, refrigerators, dishwashers, disposals, washers, dryors, awaings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and a ditions thereto, shall be deemed to be and remain a part of the Property severed by the Security Instrument. All of the favogoing together with the Property described in the Security Instrument for the leasehold estate if the Security Instrument² or a leasehold) are referred to in this 1~4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agric to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any item interior to the Security Instrument to be perfected against the Property without Lander's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the there have a start for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 8 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rants and revenues ("Rents") of the Property, regardlass of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (I) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents eonstitutes an absolute assignment and not an assignment for additional security only.

If Lander gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lander only, to be applied to the sums secured by the Security Instrument; (ii) Lander shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender's or Lander's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, faxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Runts any Junds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represent, and warrants that Borrower has not executed any prior assignment of the Rents and has not word will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Londer, or Londer's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after string notice of default to Borrower. However, Londer, or Londer's agents or a judicially appointed receiver, may do so at smy time when a default occurs. Any application of Rents shall not sure or waive any default or invalidate any other light or remedy of Londer. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

L CROSS-DEFAULT PROVISION. Borrowsi e default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrume it and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

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