Loan No. 8501000404

96019108 76001562

96270276

CMI/DOC COLLECTION P.O. BOX 790021 MS 321 SY. LOUIS. MO 63179-0021

DEPT-01 RECORDING TADD12 YRAN 0066 04/10/96 13:08:00

16909 1 ER H-96-270276 COOK COUNTY RECORDER

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MORTGAGE

22.00%

THIS MORTGAGE ("Security Instrument") is given on APRIL 2, 1995	
The mortgager is JAMES CATALANO AND DEBBIE CATALANO, HIS WIFE AS JOINT TENANTS	والمار والمساورة والمراجعة والمساورة
("Borrower"). This Security Instrument is given to CITBANK, F.S.B.	
which is organized and existing proper the laws of THE UNITED DTATES OF AMERICA	
and whose address is 12850 1 CATH OUTER FORTY DRIVE ST. LOUIS, MISSOURI 6:114]:	("Londer").
Borrower owes Lander the principal sum of One Hundred Fifty Seven Thousand and 00/100	,
Dollars (U.S. \$ 157,000.00). This debt is evidenced by Borrower's note to	lated the sume date as this
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid a	earlier, due and payable on
MAY 1, 2011 . This Security Instrument secures to	c Londar: (a) the copayment
or the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of	
of all other sums, with interest, advanced under paragraph 7 to protect the security of this Sect	
portormance of Borrower's covenants and agreements urger this Security Instrument and the	o Note. For this purpose,
Borrower does hereby mortgage, grant and convey to Lende-the following described properly is COOK. County, Strole:	

PERMANENT INDEX NUMBER: 07-34-324-028-0000

THE EAST 1/2 OF LOT 17 AND ALL OF LOT 18 IN BLOCK 7 IN THE SUBDIVISION OF BLOCK 9 IN BRIEGER ESTATES ADDITION TO ROSELLE, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 CAST OF THE 750 OFFICO THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

P.I.N. #07-34-324-026

which has the address of 324 SCHREIBER STREET

Illinois 60172.

("Property Address");

J 1891881 JA BENNE LIBN BYBINDE BYE TON TEEN

ILLINOIS - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT GFS Form Q000022 (508)

BOX 333-CTI

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

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

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

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and into charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a tien on the Property; (b) yearly leasehold payments or ground reats on the Property, if any; (c) yearly hazard or property insurance promiums; (d) yearly flood inturance premiums, if each; (e) yearly mortgage insurance premiums, if any; and (f) any sums physiole by Borrower to Lender, in accordance with the provisions of puragraph it, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lander may at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage form may require for Borrower's encrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2001 at 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. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be hold in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any federal flome Loan Bank. Lender shall apply the Funds to pay the fiscrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the encrow account, or verilying the Escrow Items, unless Lender priys Lorrower interest on the Funds and applicable law permits Lender to make such a charge. Flowever, Lender may require corrower to pay a one-time charge for an independent real eather tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Linder shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual according of the Funds, showing credits and debts to the Funds and the purpose for which each debit to the Funds was made. This Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds hald by Lender exceed the amounts permitted to be hald by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. The amount of the Funds hald by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the delicioncy. Percewer shall make up the delicioncy in no more than twelve monthly payments, at Lander's sole discretion.

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londer under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, lines 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 lurnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lion 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 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 aftain 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 herealter 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 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 the right to hold the policies and renewals. If Londer requires, Borrower shall promptly give to Lender all receipts of paid promitiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lander. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Porrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically lensible 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 I'ris 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 of lered to settle a claim, then Lender may deflect 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 same in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments refer exito in paragraphs 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 [ass .o 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; Borrover'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 Lander otherwise agrees in writing which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrowe.'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 forteiture action or proceeding, whether civil or criminal, is begun that in bender'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. 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 Lender's good faith determination, precludes for enurse of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Leader's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially tales or inaccurate information or statements to Lender (or falled 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 lee title to the Property, the leasehold and the lee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lander's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, prohate, 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 flen 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



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Security Instrument. Unless Borrower and Leader 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 Leader to Borrower requesting payment.

- 8. Mortgage Insurance. If Lander required mortgage insurance as a condition of making the loan secured by this Security Instrument, florrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance operations in the cost to florrower of 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 rotain these payments as a loss reserve in flew 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 a obtained. Borrower shall pay the premiums required to maintain mortgage insurance in affect, or to provide a loss reserve, until the requirement for mortgage insurance ands in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Under or its agent may make reasonable entries upon and inspections of the Property. Londer shall give Borrower notice at the impection of or price 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 Lander.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whather or not then due, with any access paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property in mediately 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 pelote 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 is tess than the amount of the sums secured immediately before the taking, unless Borrower and needed otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums are then due.

If the Property is abandaned by Borrower, or il, alter notice by Leader to Porrower that the condemner offers to make an award or settle a claim for damages. Borrower falls to respond to Lender within 10 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 Lander and Borrower otherwise agree in writing, any application of process to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs t and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lander to any corposes 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 to payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand mad (2) the original Borrower or Borrower's successors in interest. Any forcestance by Lender in exercising any right or remody shall not be a waiver of or proclude the exercise of any right or remody.
- 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, inchest 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 conflicts with application aw, 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 Cupy. 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 Borroward all or any part of the Property or any interest in it is sold or transferred (or if a beneficia) interest in Borrower is sold or transferred and Borrower is not a natural person) without Lunder's prior written consent, Unider may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this cution shall not be exercised by Lunder if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Londer 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 sump secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remodies permitted by this Security Instrument without runber notice or demand on Borrower.

18, Borrower's Right to Reinstate. If Borrower meets contain 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 ap plicuble law may specify for reinstatement) before sale of the frequenty pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Sorrower: (a) pays Londer 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' leaf; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective early no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragrap! 170

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (regether 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 incirciment. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable int. 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 unyone also to do, anything affecting the Property that is in violation of any Environmental Law. The proceeding 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 approprieto 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 Bostower has actual knowledge. If Bostower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Haxardous Substance affecting the Property is necessary. Becrower shall

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Loan No. 8501000404

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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 lazardous substancas by Environmental Law and the following substances: gasoline, kerosone, other flammable or toxic petroleum products, toxic posticides and herbickles, volatile solvents, materials containing ashautas or formula hyde and radiosative materials. As used in this paragraph 20, "Environmental Law" means lederal laws and laws of the jurisdiction where the Property is lodated that relate to health, ealety or environmental protection.

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

- 21. Acceleration; Remedies. Lander shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to gure the default; (c) a date, not loss than 30 days from the date the notice is given to Borrower, by which the default must be nured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the surna secured by this Security instrument, forediceure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to relimitate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may breclose this Security instrument by judicial proceeding. Lender shall be entitled to police all expenses incurred in pursuit of he remedies provided in this paragraph 21, including, but not limited to, rescuisble attorneys' tees and costs of title ayldence.
- Upon payment of all sums secured by this Security instrument, Londer shall release this Security 22. Helease. Instrument without charge to Borrows. Borrower shall pay any recordation costs.
 - 23. Walver of Homestead. from a waives all right of homestoad exemption in the Property.
- 24. Riders to this Security Instrument If one or more riders are executed by Borrower and recorded together

with this Security Instrument, the covenants and supplement the covenants and agreemen		
Instrument.	/-	
[Check applicable box(es)]		
Adjustable Rate Rider	Condemicium Rider	1-4 Family Ridor
Graduated Payment Rider	Planned Unit Development Rider	Blwoekly Payment Rider
☐ Balloon Rider	Rate Improvement Bider	Second Home Rider
Other(s) (specify) NONE	9	
BY SIGNING BELOW, Borrower accepts and in any rider(s) executed by Borrower and re-		ontained in this Security Instrument
Witnosses:	1 1	
	 JAMES CATALANO	(Seal)
	John T	-Borrower
	 DEBBIE CATALANO, HIS	(Seal) (Seal) Borrower
	DEBBIE CATALINO, FIIS	ibwojjuci,
	((Seal)
	, as joint tenants	-Borrower
	***************************************	(Seri)
		Darrawar

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[Space Selow This Line For Acknowledgment]

STATE OF ILLINOIS, COOK

County ss:

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a Notary Public in and for said county and state, do

hereby cortily that JAMES CATALANO AND DEBBIE CATALANO
personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein sat forth.

Given under my head and official seal, this 2ND

day of APRIL, 1996

My Commission expires:

This instrument was prepared by:

CITIBANK, F.S.B.

12855 NORTH OUTER FORTY DRIVE

ST. LOUIS, MISSOURI 83141-

OFFICIAL SEAL
OEBBY HOUSINGER
Note y Public, State of lithrois
My Correction Expires 04/13/96

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