UNOFFICIA RECORD AND RETURN TO: Citibank, F.S.B. c/o Citicorp Mortgage, Inc. P.O. Box 790021 **Document Collection Unit** St. Louis, MO 63179-0021 Loan # 000011216105 DEPT-01 RECORDING \$43.00 T#0012 TRAN 5026 05/08/97 14:48:00 \$7388 \$ CG *-97-325049 Prepared by: COOK COUNTY RECORDER **MORTGAGE** 5.100 WS85% THIS MORTGAGE ("Security Instrument") is given on May 1, 1997 . The mortgagor is Joan Solomon and Jeffrey S. Nortan WIFE AND HUSBAND ("Borrower"). This Security Instrument is given to Citibank, F.S.B. which is organized and existing under the laws of the United States of America , and whose address is 12855 North Outer Forty Drive Saint Louis, MO 63141 ("Leader"). Borrower owes Lender the principal sum of One hundred sixteen thousand and 00/100 Doller (U.S. \$116,000.00

This debt is evidenced by Borrower's note dated the same date as this Security Insurament ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2027

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, a transed under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenant, and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Linder the following described property located in COOK County, Illinois:

See Attached Legal Description

Parcel ID #:

which has the address of 743 West Brompton Avenue Unit 3N, Chicago Minois 60657

LOIS Single Family-FRMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 Amended 8/96

P MORTGAGE FORMS - (MOD)821-7291

(Zip Code) ("Property Address");

BOX 333-CTI

[Street, City].

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

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

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

UNIFORM COVENANTS, Berrower 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 end interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on an Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly more insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 6, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, called and hold Funds in an amount not to exceed the maximum amount a lender for a fuderally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 1/2 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or eatity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holder, and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a on o-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and set us to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all games secured by this Security Instrument.

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

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2: third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liena. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) 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-fively.

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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 exected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless 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 assive 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 orberwise 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. 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 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 Properly & 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 extenueting 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 Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security invariant or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the perion or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrowe'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 the 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 Property. If Borrower fails to perform the covenants and extenents 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's 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 terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Leader lapses or ceases to be in effect. Borrower shall pay the premiums required to

Form 301 3/50

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the source of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of 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 physicians 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. Borrower 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. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time 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

stiall be paid to Lender

In the event of a text taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property incomments before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be proceed 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, divided by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or it when notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to rescond 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 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 paragraph's 1 and 2 or change the amount of such payments.

11. Recrower Not Released; Forbearance By Lender Not a Wait er. Francisco 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 successor, in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time the payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made of the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall put 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 command 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 or 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, making, 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 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. Leader 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

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Lender's address stated herein or any other elders. Lender designated by notice to Boscowes. Any notice provided for in this Security Instrument shall be deemed to have been given to Boscower or Lender when given as provided in this paragraph.

- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable 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. 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 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 sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by 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 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 Fortower 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 certain conditions, Borrower shall have the right to have enforcement of this Security restrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for restratement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of restratement; before sale of the Property pursuant to any power of sale contained in this Security Instrument, Those conditions are that Borrower: (a) pays Lender all sums which then would be the under this Security Instrument and the Note as if no acceleration had occurred; (b) cares 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' tees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's aght; in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. 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 of partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If be is a change of the Loan Servicer, Borrower will be given written notice 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, 115°, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall to apply to the presence, 115¢, 0f 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, laws it or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Provincemental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory suthority, that any removal or other remodiation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleum products, toxic petroleum products, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to core 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 acceleration and the right to assert in the foreshouse proceeding the non-existence of a default or any other defease of Borrower to acceleration and foreclosure. If the default is not cared on or before the date specified in the notice, Lender, at its option, may require immediate payment to fall of all mans secured by this Security Instrument without further demand and may foreclose this Security Instrument by Indicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 12, including, but not limited to, reasonable atturneys' fees and costs of title evidence.

22. Referee. Upon payment of all sums to Bostower. Bostower shall pay any reconstrument, but only if the fee is paid to a applicable haw.	ordation costs. Lender may charge B	ender shall release this Security Instrument corrower a fee for releasing this Security the charging of the fee is permitted under
23. Waiver of Homestead. Borrower w	vaives all right of homestead exemption	in the Property.
24. Riders to thir & writy Instrumen	at. If one or more riders are executed by	Borrower and recorded together with this
Security Instrument, the corenants and agree	ments of each such rider shall be incorp	orated 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)]	(명)	[]
X Adjustable Rate Rider	X Condominium Rider Planned Unit Development Rider Rate Improvement Rider	1-4 Family Rider Biweekty Payment Rider
Graduated Payment Rider Balloon Rider	Rate Improvement Rider	Second Home Rider
VA Rider	Other(s) [specify]	
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in any rider(s) executed by Borrower and reco	pts and arrows to the terms and coverian	ts contained in this Security Instrument and
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Toar	5010mon & Jam	AC and bestone
	, personally known to	me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appear	med before me this day in person, and as	knowledged that a for the unes and burposes therein get forth.
signed and delivered the said instrument as Given under my hand and official seal, 1	free and volumeary act.	107 ale de la compose de la co
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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 1st

day of May

, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust 1997 or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Citibank, F.S.B.

(the "Leader") of the same date and covering the property described in the Security Instrument and located at: 743 West Brompton Avenue Unit 3N

Chicago, IL 60657

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWIR'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM (W) F THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTFLY PAYMENT CHANGES

The Note provides for an initial interest ray of 7.125 the interest rate and the monthly payments, as foilows:

%. The Note provides for changes in

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

. 2000 The interest rate I will pay may change on the first day of May , and on that day every 12th month thereafter. Each 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 before 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 choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding percentage point(s) (2.750 Two and three-quarters Index. The Note Holder will then round the result of this addition to the nearest one-eighth of the percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new increst rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Femnle Mae/Freddie Mac Uniform Instrument

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(B) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.125 %. Thereafter, my interest rate will never be increased or decreased on or less than 5.125 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 13.125

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment change again.
(F) Notice of Shang

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

TRANSFER OF THE PAOPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

Transfer of the Property of Reneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (of if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security in rument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the cite 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 intended transferce as if a new loan were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender we charge a reasonable fee as a condition to Lender's convent to the loan assumption. Lender may also require the pressferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee 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 exercises the option to require immediate payment in full, Under shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies perpend by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW	V. Borrower accepts and agrees to the terms and covenants contained in this A	djastable
Rate Rider.	tourolono	
	(<u> </u>	(Scal)
	Joan Solomon	-Bosrowe
	Lette &	(Seal)
	Jeffeky S. Korman	Bostowe
		(Seal)
		-Волоче
		(Scal)

-Parente

STREET ADDRESS: 743 TEST BIORPION AVENTE CONT. STREET ADDRESS: 743 TEST BIORPION AVENTE CONT.

TAX NUMBER: 14-21-302-031-1004

* LEGAL DESCRIPTION:

UNIT NUMBER 743-3N IN THE 743-55 BROMPTON CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARCEL 1: LOT 15, LOT 16 AND LOT 17 (EXCEPT THE EAST 5 PRET THEREOF) IN TILT'S ADDITION TO LAKEVIEW IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PARCEL 2: LOT 5 IN THE SUBDIVISION OF LOTS 1 TO 5 IN THE RESUBDIVISION OF LOTS 12, 13, AND 15 IN TILT'S ADDITION TO LAKEVIEW, A SUBDIVISION OF LOTS 1, 2, 3, 12, 13, 17 AND 18 AND PARTS OF LOTS 7, 8, 9, 11 AND 16 IN HAMBLETON AND HOWES SUBDIVISION OF BLOCK 10 IN HUNDLEY'S SURDIVISION OF LOTS 3 TO 21 AND 33 TO 37 IN PINE GROVE, A SUBDIVISION BY ELISHA E. HUNDLEY OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, RAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO OF COOK COUNTY CLOTH'S OFFICE THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 24900690 AND ALSO PILED AS *IR 3083826 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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Property of Cook County Clerk's Office

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 1st day of May ,1997 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Listiument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citibank, F.S.B.

(the "Lender") of

the same date and covering the Property described in the Security Instrument and located at: 743 West Brompton Avenue Unit 3N Chicago, IL 60657

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
743-755 W. Brompton

[Name of Condomi. in Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of socrower's obligations under the Condominium Project's Constituent Documents. The "Corstituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Possever shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE CONDOMINIUM RIDER-Single Family-Famile Man/Freddle Mac UNIFORM INSTRUMENT

-8U (9608) Form 3140 9/90
VMP MORTGAGE FORMS - (800)521-7291

Pear 1 of 3

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B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owers Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance

coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or tepair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association analyzins a public liability insurance policy

acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any around or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after actice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project except for abandonment or termination required by law in the case of substantial description by fire or other casualty or in the case of a taking by condemnation or eminent down;

(ii) any amendment to any provision of the Constituent Documents if the provision

is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management

of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, 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.

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

	(Seal) -Bottower	Joan Solomon	(Seal) -Borrower
	(Seal) Bort wer	Jeffery'S. Korman	(Scal) -Borrower
	(Seat)		(Seal)
	(Seal)	<u>C</u>	(Seal)
	-Borrower	Clark Clark	-Borrower
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