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MORTGAGE

4000023

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 23
The month agor is DANNY L. DILALLO AND LAURA M. DILALLO, HUSBAND AND WIFE

("Borrower"). This security Instrument is given to HERITAGE BREMEN BANK

AND TRUST COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose address is

17500 OAK PARK AVENUE

TINLEY PARK, ILLINOUS 60477 ("Lender").

Borrower owes Lender the princip 2 sum of ONE HUNDRED TWENTY EIGHT THOUSAND AND NO/100

128,000.00 Dollars (U.S. \$ ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 2018

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, vith interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borre, cr's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mor gage, grant and convey to Lender the following described property

County, Illinois:

LOT 118 IN PINEWOOD PLANNED UNIT DEVELOPMENT UNIT FOUR, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Clort's Office

27-07-300-002-0000 VOLUME 146

which has the address of 14741 SOUTH SPRUCECREEK [Street]

ORLAND PARK

[City]

Illinois

60462 [Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 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

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

-6F(IL) (8801)

MON DIRECTION COVENANCE Morrower and Lender further coverant and agree as follows:

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property. unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is any orized 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 paragraphs 1 and 2 or change the amount of such payments.

10. Borrower of Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not experite to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amo dization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's nuccessors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bould; 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) it co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the errors of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (2) agrees that Lender and any other Borrower may agree to extend. modify, forbear or make any accommodations with iet and to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. 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.c. my such loan c) targe shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such salready cohected 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Increment and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the step specified in the second paragraph of

14. Notices. Any notice to Borrower provided for in this Security Instrument of all be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The nuice 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 horrower. 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 applicable law, such conflict shall not affect other provisions of this Security Instrume for 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 Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights 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 paragraphs 13 or 17.

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DANEORM COVENANCE. Borrower and Lender coverant and agree as follows:

Represent of Telegraph and Engineer, Propagations and Late Charges. Borrower shall promptly pay when due the principal of said extens on the date on the date of the More than the principal of said extensions and learnesses. Subjects the More to a written waiver by Lender the More shall pay to Lender on the day monthly payments are day modern the More than More than More than the More is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taken and extensional which is shortly insurance premiums; and (b) yearly more than the modern than the More thas the More than the More than the More than the More than the Mo

## PLANTO INT DEVILOPMENT RAVIEW

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 23RD day of SEPTEMBER 19 88 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

HERITAGE BREMEN BANK AND TRUST COMPANY

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

14741 SOUTH SPRUCECREEK, ORLAND PARK, ILLINOIS 60462

27-07-300-002-0000

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

#### SEE ATTACHED

(the "Declaration"). The Property is a part of a planned unit development known as

[Name of Planned Unit Development]

(the "PUD"). The Aroperty also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS (i) addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and 150 per as follows:

- A. PUD Obligations Parrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates to Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the languards 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 one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Coverant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in the of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds pryrile to Borrower are hereby assigned and shall be paid to Lender shall apply the proceeds 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 maintains a public hability insurance policy acceptable in form, amount and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the cummon areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be pa a to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Colleges.
- E. Lender's Prior Consent, Borrower shall not, except after notice to Lender and with cender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or enabled domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender:
- (iii) termination of professional management and assumption of self-management of the Owners Association, or
- (iv) any action which would have the effect of rendering the public hability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD 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 BITOW, Borrower accepts and agrees to the term	s and prove signs contained in this PUD Rider 🛒 🦠	
(Seal)	Jan Follo	(Seaf)
-Barrower	DANNY L DELALED	Borrower
(Seal)	Jan H. Telesco	(Seal)
Borrower	LAURA M. DILALLO	Borrower

## JNOEE GALGORY

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<del>ત્રામાં જન્મના</del> સ્ટૂલા પાસ અભાગવાની સામીનું લીક પ્રાપ્યાન સુક્રક કંપ્રોમેક પ્રાપ્ય (૧૫૦ પ્ર Banksanski i saksi

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THE STATE OF Zicha in ordauri.

If I want to exercise the Conversor Option, I west tirst new certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion (see of U.S. \$ 250.00 ; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

### (B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

## (C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

### C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrov, rexercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Coverant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property of 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. 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) I ender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the ransferee 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, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C I above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is 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 Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

DANNY L.) DILALLO	(Seal
LAURA M. DILALLO	(Seal
	(Seal
	(Seal)

W. The Note provides for changes

(the "Lender") of the and truet company or Security Deed (the "Security instrument") of the same date given by the undersigned (the "Borrower") to secure , and is incorporated into and shall be decined to arriend and supplement the Mortgage, Deed of Trust day of THIS ADJUSTABLE RATE RIDER is made this September GHES

same date and covering the property described in the Security instrument and located at:

## TILY SCOLLE SEBUCECEEE ON VAD EVER' ITTIAOIS

Property Address]

ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM THE ADJUSTABLE RATE TO CONVERT THE ADJUSTABLE RATE TO A SIXED PATE. THE MOTE CONTAINS PROVISIONS ALL OWING FOR CHANGES IN THE INTEREST RATE AND THE MOUNT THE BORROWER'S

Sorrower and Lender thirther coverient and agree in follows: ADDITIONAL COVENANTS, In addition to the coverage and surcements made in the Security Instrument,

000.7 ADJUSTABLY PATE AND MONTBLY PAYMENT CHANGES

The Note pres, to for an initial interest rate of the Note payments, as follows:

T YDTÜRLYBE INZERECZ KYLE YND WONLREK BYKMENL CHYNCER

19 89 . ; and on that day every of a mointh thereafter: Each date on which my adjustable interest rate could change is called a "Change Date." The adjustable litterest rate, will pay may change on the first day of

".xəbri inərnu", oni bollab si by the Fattial Reserve Board. The most recent for figure available as of the date 45 days before each Change Date weekly average yield on United States Tressury so utilities adjusted to a constant maturity of 1 year, as made available Beginning with the first Change Dans, my officeratione interest rate will be based on an Index. The "Index" is the ADERE SHE (EI)

the first state of the Note Holder will give are noticed by the choose a new index which as based upon comparable states and seasons and seasons and seasons and seasons are noticed by the choice and seasons and seasons are noticed by the choice are not the choice are noticed by the choice are not the choice

Before each Change Date, the Note Holder will calculate my sew interest rate by adding (C) Culculation of Changes ត្តសុខា ប៉ុន្តែក្នុងរួមម៉េដ្ឋិ សម្រាប់ប្រ

Subject to the limits stated in Section 4(D) below, this rounded sin but, will be my new interest rate until the rext The Note Holder will then round the result of this addition to the new one-eighth of one percentage point (0.125%).

unpeid principal that I am expected to own as the Charge Date in full on the restrictly date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Change Ditte, with then defending the sense of the mouthly swaming which is the world be sufficient to repay the

for the preceding 12 months. My theorem rate will assort be greater than the called the which is called (E) Effective Date of Changes on any single Change Date by more than two percentage points (2:0%) from the rate o Interest I have been paying Thereafter, my adjustable interest rate will were be increased or decreased 500.7 ot ;c22 (pau (D) Chante on their charge of the first Change of the first Change Date will not be greater it at

beginning on the first monthly payment date after the Change Date turn the amount of iny menthly p. sment changes My new interest rate will become effective on each Change Date; 4 will pay the amount of my new monthly payment

(F) Notice of Changes

to be given me and also the title and schemes aumbin of a person who will answer and also the sittle and show regarding of my monthly payment before the effective date of any change. The notice will include information required by law The Noire Holder will deliver or mail to size a notice of any changes in which adjustable interest rate and the amount

BELIXED INTEREST RATE OFFICE: Conserve

Tanggar garangan mengangan di penggan pada di penggan penggan penggan penggan penggan penggan penggan penggan Sepanggan penggan peng Penggan pengga camolloj se tares resentifipoxis as follows: simil and recovering for the Borrower's option to containing as a polycle included the provides that a provided by the provided provided by the provided by th

S. FIXED INTEREST RATE CONVERSION OFTION

ed of the state of the resident of the my opposite in the interior state in the state of the sta I have a Conversion Option that I can exercise united to this Section 5(A) will not permit me Course to Course to Fleed Sale Sept 100 (43)

the first Charge Date and enoting on the test of the first four and date with adjusted and and the test convert The conversion can only take place on a date(s) executed by the Holder during the period beginning on wolde (8)? notices take with interest tate that it is the fired rate calculated under Section 5(8) below

othe mentineed" sell tolled at sust bant wan out of

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