PREPARED BY:

ELIZABETH M. APONTE CHICAGO, IL 60657

RECORD AND RETURN TO: LASALLE BANK LAKEVIEW 3201 NORTH ASHLAND AVENUE CHICAGO, ILLINOIS

91270137

THE TERMS OF THIS LOAN CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

MORTGAGE

0175

THIS MORTGAGE ("Security Instrument") is given on MAY 28, 1991 THOMAS J. WOJCIK, SINGLE PERSON AND LAURA A. LORENZO, SINGLE PERSON

. The mortgagor is

("Borrower"). This Security Instrument is given to LASALLE BANK LAKEVIEW

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

, and whose

address is 3201 NORTH ASHLAND AVENUE

CHICAGO, ILLINOIS

TWO HUNDRED SIXTEEN THOUSAND

AND NO/100

("Lender"). Borrower owes Lender the principal sum of

216,000.00

Dollars (U.S. \$ This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for JUNE 1, 2001 monthly payments, with the full debt, if not paid earlier, due and payable on

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 indvanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following COOK County, Illinois: described property located in

LOT 13 IN BLOCK 1 IN PINE CREST, A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1925 AS DOCUMENT NUMBER 9008803, IN COOK COUNTY, ILLINOIS.

05-33-113-001

91270187

which has, the address of 1945 WASHINGTON, WILMETTE 60091 Illinois ("Property Address"); [Zip Code]

[Street, City].

DPS 1088 Form 3014 **P/90**

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

6R(IL) (9101)

VMP MORTGAGE FORMS - (313)293-8100 - (800)621-7291

9 to 5 spe9



08/8 PF 05 mps 08/8 PF 05 mps Withinst

more of the actions set forth above within 10 days of the giving of notice.

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 provent the enforcement of the lien; or (c) secures from the holder of the lien as agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or

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.

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, fines and impositions attributable to the Property

3. Application of Payments. Unless applicable law provides otherwise, all payments received of conder under paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

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.

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

twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be 'eld' by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable It w. If the amount 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 writing, and, in such case Borrower time is not sufficient to pay the Escrow Items when due, Lender may so notify borrower in writing, and, in such case Borrower shall make up the deficiency in no more than shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

(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 Bor ower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Bor tower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to any a one-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 esmings on the Funds. Borrower and Lender may agree in writing, however, that increast shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Escrow Items or otherwise in accountnessift applicable law.

The Funds shall be held in an itemiton whose deposits are insured by a federal agency, instrumentality, or entity

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 the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of premiums. These items are called "Becrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage lose may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to items, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lerder 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 Lender may estimate the amount. Of Funds due on the basis of current data and reasonable estimates of expenditures of future

principal of and 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

I. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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

TOCETHER WITH all the improvements now or hereafter erected 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

07776

(LOLS) (7)189- disa

իսչաբալ։

Form 3014 9/80

be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve of besass to besque agreence oversign and remover when the insurance coverage lapsed to besass to besass to besass and in the work of the years of the besass to besass to besass to besass to be agreement the property of the besass to be a support substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. It obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to Instrument, Borrower shall pay the premiums required to manniam the mortgage insurance in effect. If, for any reason, the 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security

date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

7, Lender does not have to do so. reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying

pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and this Security instrument, or there is a legal proceeding that may significantly affect Leider's rights in the Property (such as a

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the governments and agreements contained in again i and the title shall not merge unless Lender agrees of the merger no its minutes and the blodes and

leasehold, Borrower shall comply with all the provisions of the lease. It dorrower acquires fee title to the Property, the to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a to provide Lender with any material information) in connection with the forn evidenced by the Note, including, but not limited Borrower, during the loan application process, gave materially false or maccurate information or statements to Lender (or failed impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default it that, in Lender's good faith determination, precludes forteture of the Borrower's interest in the Property or other material cure such a default and reinstate, as provided in paragraph 18, 6% causing the action or proceeding to be dismissed with a ruling Property or otherwise materially impair the lien created bothis Security Instrument or Lender's security interest. Borrower may action or proceeding, whether civil or criminal, is begin; that in Lender's good faith judgment could result in forfeiture of the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the the date of occupancy, unless Lender oth rwit a agrees in writing, which consent shall not be unreasonably withheld, or unless this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of 6. Occupancy, Preservation, Muntenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

immediately prior to the acquistion damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from

postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If

Unless Lends, and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the

Lender may make proof of loss if not made promptly by Borrower.

paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

T dqanganaq dina sootalacoring in the Property in accordance with paragraph T. which shall not be unreasonably withheld. If Borrover fails to maintain coverage described above, Lender may, at Lender's that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including 5. Hazard or Property Insurance, Bortower shall keep the improvements now existing or hereafter erected on the

0175

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. 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

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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured 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 secure in this Security Instrument whether or not the sums are then due.

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 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 paragraphs 1 and 2 or change the amount of such payments.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower to be agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan 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 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.

DPS 1082 Form 3014 9/90



17. Transfer of the Property or a Beneficial Interest in Burrower. 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 as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights 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 continue unchanged. Upon reinstatement by Borrower, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (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 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 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 cluse or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preciding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall 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 of toxic petroleum products, toxic petroleum produ

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 & crrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after 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 foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

DPS 1083 1-m 3014 9/90

visites sinfito trag a erew (shebit at it as framunity) instrument as it the riderial were a part of fine Security with this Security instrument, the covenants and agreements of each such tides shall be incorporated into and shall amend 24. Riders to this Security instrument. It one or more riders are executed by Borrower and recorded together

1601 840	9 1	o 9 eps4		
	olidus yeson	Latera a ma		My Commission Expires:
· 1661	TOW	10 MAD CHARGO		free and voluntery act, for Given under my hand an
ototed bestead before rument, appeared before rument as THEIR	tani bisa adt baylevilab bns ber	Pat THEY sign	scknowledged t	bns ,nosteq ni yab sirit em
,		PERSON AND		county and state do hereby THOMES J. WOJCIN
bies not been in sile. Tyration a) (1
00	County ss:		СООК	STATE OF ILLINOIS,
%	3			
	C			
	0/			
16W0110B	4			
(leg8)				
		-04/2/2 C		
Sorrower		77,		
((808)				
		C	64	
		1017	C/7.	ANICUGER
(See)	A P. LORENZO (AIIA.I	10000	OC MANY
A S	met 1 sm		, 9,	
				175.
18WO110B	NE J. MOJEIK	NOHT	· · · · · · · · · · · · · · · · · · ·	asentiW.
(1908)	The Kint of	/	. 2	17
		noorded with it.	Borrower and re	yd betusexe (s) tebit yns ni
bne finemustani ytisuoeB aidt n	i benistnos stnanevos bna am			
		(Yliseqs) (s)red)O	n	TebiR .A.V
19biff emoli bros	~ L.I	R fnamavorqmi alsR	<u></u>	tebiR noolla8 🙎
4 Family Rider veskiy Payment Rider	· · ·	Condominium Rider	1 1	R estart eldestau[bA
				(Check applicable box(es))

UNOFFICIAL COPY

8 to 8 equal

10-YEAR BALLOON RIDER

(Conditional Modification & Extension of Loan Terms)

THIS 10-YEAR BALLOON RIDER (the "Rider") is made this THIS 10-YEAR BALLOON RIDER (the "Rider") is made this 28th day of MAY, 1991 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" or "I") to secure the Borrower's Balloon Note (the "Note") to LASALLE BANK LAKE VIEW

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

1945 WASHINGTON, WILMETTE, ILLINOIS 60091

(Property Address)

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

ADDITIONAL COVENANTS: In addition to the covenants and agreements in the Note and the Security Instrument, the Borrower and the Lender further covenant and agree as follows (not with standing anything to the contrary contained in the Note or Security instrument):

1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

At the Maturity Date of the Note and Security Instrument (the "Maturity Date") I will have the option to extend the Maturity Date 30 years and musify the Note Rate to a market level adjustable rate as determined in accordance with Section 3 below, if all the conditions provided in Section 2 below are met (the "Conditional Modification and Extension Option"). I understand the Note Holder is under to obligation to refinance or modify the Note, or to extend the Maturity Date, if those conditions are not met; and that in such eyen I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note

2. CONDITIONAL REQUIREMENTS

If I want to exercise the Conditional Modification and Extension Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still bothe owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my mouthly payments and CANNOT have been more than 30 days late on any of the 12 scheduled payments immediately properly give the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) of the than the Security Instrument may exist; (4) the Initial Modified Note Rate, as defined and calculated in Section 3 belo v, cannot be more than six percent (6%) above the Note Rate; (5) I must make a written request to the Note Holder as provided in Section 5 below; (6) I must pay to the Note Holder a non-refundable extension processing fee equal to one-quarter of one-purcentage point (0.25%) of the outstanding principal balance as of the Maturity Date, unless prohibited by applicable law; and (7) I must execute a modification agreement to extend the Maturity Date and establish the Initial Modified Note Rate.

3. CALCULATING THE INITIAL MODIFIED NOTE RATE

91570187

The Initial Modified Note Rate will be equal to the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one-year as published in the Federal Reserve Board's publication HR. 15, 75 days prior to the Maturity Date, plus two and three-quarters percent (2.75%), rounded down to the nearest one-eighth of one percentage point (0.125%). If the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one-year is not available, the Note Holder will determine the initial modified interest rate by using comparable information.

I understand that the Initial Modified Note Rate may change on each one year anniversary of the flate the modification is executed. The Modified Note Rate will be based on an Index and calculated by adding two and the co-quarters percent (2.75%) (the "Margin") to the Current Index and rounding the sum to the nearest one-eighth of one percent (0.125%). The "Index" will be the weekly average yield on United States Treasury securities adjusted to as constant mat wity of one year, as made available by the Federal Reserve Board. The most recent Index figure available, as of the date 45 days before each anniversary of the modification, will be called the "Current Index".

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the Initial Modified Note Rate as calculated in Section 3 above is not greater than six percent (6%) above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest I will owe on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over 30 years at the Initial Modified Note Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the first adjustment of the Modified Note Rate pursuant to the Modification Agreement to be executed at the time the extension option is exercised.

5. EXERCISING THE EXTENSION OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal and unpaid interest due on the Maturity Date. The Note Holder will also provide me with a description of the historical performance of the Index and inform me of the maximum interest rate and payment which may be due under the Modified Note Rate. The Note Holder also will advise me that I may exercise the extension option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the

person representing the Note Holder that I must notify in order to exercise the extension option. If I meet the conditions of Section 2 above, I may exercise the extension option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the Initial Modified Note Rate in accordance with Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the Initial Modified Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required Note modification and Maturity Date extension.

BY SIGNING BELOW, I, as the Borrower, accept and agree to the terms and covenants contained in this 10-Year Balloon Rider. (Seal) WOJCI Property of Cook County Clark's Office. (Seal) Borrower LAURA A. LORENZO (Seel) Borrower (Seal) Borrower