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92745138

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Loan # 311038-9

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **September 29th, 1992**. The mortgagor is

MICHAEL F. FIORE and CARMELA M. FIORE, HIS WIFE

DEPT-01 RECORDING \$35.50
T#11111 TRAN 8016 10/07/92 10:08:00
402954 A *-92-745138

("Borrower"). This Security Instrument is given to **LA SALLE TALMAN BANK F.S.B.** COOK COUNTY RECORDER

A UNITED STATES CORPORATION

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **4242 NORTH HARLEM AVENUE, NORRIDGE, ILLINOIS 60634**

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

Two hundred two thousand two hundred and NO/100 ----- Dollars (U.S. \$ 202,200.00) .

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 **June 25th, 2015**. 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, advanced 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 described property located in

COOK

LOTS 13 IN LEXINGTON SQUARE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1990 AS DOCUMENT 90411700 AND CERTIFICATE OF CORRECTION RECORDED DECEMBER 10, 1990 AS DOCUMENT 90598723, IN COOK COUNTY, ILLINOIS.

3550
WC

92745138

PIN 07-27-201-031

which has the address of
Illinois

(Zip Code)

60193

715 REPUBLIC COURT
("Property Address"):

SCHAUMBURG

(Street, City)

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

1-68-68(IL)-9105

VMP MORTGAGE FORMS 13131253 8100 1800/621-7291

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**Form 3014 9/90
Amended 6/91**

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(This instrument was prepared by: MARJORIE SWAYER)

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that personally known to me to be the same person(s) whose name(s) is(are) and delivered the said instrument, for the uses and purposes herein set forth.

My Commission Expires: 10-6-94

39th day of October 1992

I, ROBERT E. O'NEIL, Notary Public in and for said county and state do hereby certify

that the above instrument is in due form and contains no illegal or unauthorized provisions.

1. THE UNDERTAKINGS
MICHAEL P. TIGHE and CARMELA M. TIGHE, HIS WIFE,
, a Notary Public in and for said county and state do hereby certify

(County ss:

*Micheal P. Tighe*Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and witnesses:

in any rider(s) executed by Borrower and recorded with it.

- 1-4 Family Rider
 Condominium Rider
 Biweekly Payment Rider
 Planified Unit Development Rider
 Rate Improvement Rider
 Biannual Payment Rider
 V.A. Rider
 Ballotee Rider
 Other(s) [Specify]
- (Check applicable boxes)

Security instrument, its addendums and agreements of each such rider shall be incorporated 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.

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with it

155 BOND STREET - SUITE 139
MAPLEVILLE, ILLINOIS 60563-0112

RECORD AND RETURN TO:
LASALLE TRAINING ROOMS MORTGAGE CORPORATION

PREPARED BY: AND:

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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 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 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 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 cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding 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 or toxic petroleum products, toxic pesticides and herbicides, 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 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.

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borrower shall promptly discharge any lien which has priority over this security instrument within 10 days of the giving of notice. more of the sections set forth above within 10 days of the giving of notice.

this security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or two determinations that any part of the Property is subject to a lien which may affect the lien or take one or two determinations that any part of the Property is subject to a lien in an agreement satisfactory to Lender subordinating the lien to another lien or debt instrument of the Lender or (c) secures from the holder of the lien in legal proceedings which is held by the Lender's opinion operate to prevent the Lender from recovering his interest in the Property in good faith unless Borrower agrees in writing to give up his interest in the Property.

Borrower makes these payments directly to Lender receiving the payments. If Borrower makes these payments directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the person owed payment, if not paid in full within 10 days of giving notice, Borrower shall pay them in time directly those obligations in the manner provided in Paragraph 2, or if not paid in full within 10 days of giving notice, Borrower shall pay them in time directly which may affect priorities over this security instrument, and leasehold payments of ground rents, if any. Borrower shall pay which may affect priorities over this security instrument, charges, fines and impositions attributable to the Property.

4. (Charges): Lender, Borrower shall shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to Lender due fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 through 4 shall apply to the application of funds held by Lender to the acquisition or sale of credit arising the sums secured by this security instrument.

of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit arising the sums secured by Funds held by Lender; if, under Paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale

Funds held by Lender to pay the excess funds in full of all sums secured by this security instrument, Lender shall promptly refund to Borrower any which he receives payment, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than three is not sufficient to pay the excess funds when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender is made or debt to the funds was made. The funds are pledged as additional security for all sums secured by this security instrument.

without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, however, that Lender shall be paid on the funds Lender shall give to Borrower, applicable law requires interest to be paid, unless applicable law permits otherwise. Unless an agreement is made or used by Lender in connection with this loan, unless applicable law provides otherwise for an indefinite term reporting service a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service varying the Escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such Escrow items, Lender may not charge Borrower for holding and applying the funds, usually analyzing the escrow account, or initiating Lender, it Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the funds to pay the funds shall be held in accord otherwise in accord with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future 1974 is included from time to time, 12 U.S.C. Section 2601 et seq. ("REFPA"), unless another law that applies to the funds related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federal

the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "escrow items" of any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums or ground rents on the Property, if any; (e) yearly monthly payments over this security instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may affect priority over the Note, until the Note is paid in full, a sum ("funds") for: (a) yearly tax Lender on the day monthly payments are due under the Note, up to a written waiver by Lender, Borrower shall pay;

2. Funds for Taxes and Insurance. Subject to applicable law and late charges due under the Note.

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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.

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

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

WORKER Covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to manage, grant and convey the Property is unencumbered, except for encumbrances of record. Borrower warrants

trustee, all of the foregoing is referred to in this Security instrument as the "Property".

Trustees now or hereafter a party to the property. All replacements and additions shall also be covered by this Security

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be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve one-twelfth of the yearly mortgage premium being paid by Borrower when the insurance coverage is ceased to be substantially equivalent mortgage coverage is not available. Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage previously in effect, from an alternative mortgage measure approved by Lender. If loan 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 maintain Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the institution, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan 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 of the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

7. **Proceeding in bankruptcy, probable, for condemnation or forfeiture or to enforce laws or regulations.** When Lender does not do so, unless Borrower and Lender agree to make repairs. Although Lender may take action under this paragraph reasonable attorney fees and expenses incurred by a lien which has priority over this Security Instrument; paying include paying any sums secured by the Property and Lender's rights in the Property; Lenders actions may pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property; when Lender may do and proceed in bankruptcy, probable, for condemnation or forfeiture or to enforce laws or regulations, when Lender may do a 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, probable, for condemnation or forfeiture or to enforce laws or regulations) when Lender does not do so.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this paragraph and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with all the provisions of the lease to the Property, the lessor, Borrower's occupancy of the Property as a principal residence. If this Security Interest is on a to, representations concerning Borrower's connection with the lessor evidenced by the Note, including, but not limited to provide Lender with any material information in connection with the lease or tenancy information or statements to Lender or related Borrower, during the lease application process, gave noticeability lease or tenancy information or statements to Lender as default if impairment of the lease created by this Security Instrument or Lender's security interest. Borrower may cure such a default and remain in good faith determine if the Borrower's interest in the action or proceeding to be discontinued with a ruling that, in Lender's good faith determine if the lease or tenancy interest. Borrower may property or otherwise materially impair the lease created by this Security Instrument or Lender's security interest. Borrower may action or proceeding, whether civil or criminal, is begun, that in Lender's good faith judgment could result in forfeiture of the property, allow the Property to deteriorate, or commit waste or the Property. Borrower shall be in default if any circumstance exists which are beyond Borrower's control. Borrower shall not destroy, damage or impair the circumstances existing in writing, which causes it to be unreasonably withheld, or unless the date of occupancy, unless Lender after written notice to occupy the Property as Borrower's principal residence for at least one year after this Security Interest and shall continue to do so for at least one year after the execution of this Security Interest.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Failure to Vacate.** Borrower shall occupy, establish, and use the Property prior to acquisition of the security instrument immmediately prior to the acquisition.

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 1 and 2 or change the amount of the payments. If unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal not exceed thirty days after the date Lender may collect the insurance premiums, whether or not the note is given.

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 acquisition of the security instrument. If Lender may collect the insurance premiums, whether or not the note is given.

Lender may collect the insurance premiums, whether or not the note is given. The 30-day period will begin when the note is given.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal not exceed thirty days after the date Lender may collect the insurance premiums, whether or not the note is given.

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unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal not exceed thirty days after the date Lender may collect the insurance premiums, whether or not the note is given.

All insurance policies and renewals shall be acceptable to Lender and Borrower shall give to Lender all receipts received that have the right to hold the policies and renewals. If Lender requires, Borrower shall provide a standard mortgage clause. Lender 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.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods which Lender shall not be uninsuredably withheld. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, obtain coverage to protect Lender's rights 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.

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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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is 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 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 payment 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 may 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

6CTSP25128

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BIWEEKLY PAYMENT RIDER

LOAN # 311038-9

(FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 29th day of September 19 92 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 (the "Note") to LASALLE TALMAN BANK F.S.B. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

715 REPUBLIC COURT, SCHAUMBURG, ILLINOIS 60193

Property Address

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

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments and the termination of the Borrower's right to make the biweekly payments as follows:

1. (omitted)

2. INTEREST

The interest rate required by Section 2 of the Note will increase 0.25% if the Note Holder exercises its option to terminate biweekly payments pursuant to Section 7(C) of the Note and this Rider.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen calendar days (the "biweekly payments"), beginning on November 12th 1992. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at 4242 NORTH HARLEM AVENUE NORRIDGE, ILLINOIS 60634 or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 741.84

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its possession my written authorization and voided check for the account from which my biweekly payments will be deducted. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

4. TERM

If I make all my biweekly payments on time and pay all other amounts owed under this Note, I will repay my loan in full on June 25th, 2015, which is called the "Maturity Date". If on the Maturity Date, I still owe amounts under this Note, I will pay those amounts in full on that date.

5. (omitted)

6. (omitted)

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7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder does not receive the full amount of any biweekly payment on the date it is due, I will pay a \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of the principal and interest. I will pay this late charge and processing charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of my biweekly or monthly payment on the date it is due, I will be in default.

(C) Conversion From Biweekly Payments

If any one of the following conditions exist, the Note Holder may increase the interest rate pursuant to Section 2 above and the amounts of future payments due under the Note and change the due date of each such payment from biweekly to monthly (*this is called a Conversion*):

- i) I fail to deliver my written authorization and voided check as required under Section 3(C) above;
- ii) I fail to maintain the account I am required to maintain under Section 3(C) above;
- iii) If for any reason (*including but not limited to insufficient funds or unavailable funds in my account or processing errors made by an entity other than the Note Holder*) the Note Holder is unable to deduct the full biweekly payment due on any three biweekly payment due dates during any twelve consecutive months of the loan term.

Upon conversion, automatic deductions will cease. All monthly payments will be due on the first day of each month and must be remitted by means other than automatic deduction. Once converted, payments can never be changed back to biweekly due dates.

The Note Holder will determine my new payments by calculating an amount sufficient to repay the balance which would be owed under the Note (*assuming all payments had been made on time*) at the increased interest rate in substantially equal monthly installments from the effective date of the interest rate increase to the Maturity Date. As soon as the Note Holder elects to convert payments to monthly due dates, a Conversion Notice will be sent to me specifying the effective date of the change to monthly due dates; the amounts of the new monthly payments; the new interest rate; the effective date of the interest rate increase; and the aggregate amount of any past due payments. The effective date of the change to monthly due dates will, however, precede the effective date of the interest increase. Monthly payments which precede the effective date of the interest rate increase will be calculated at the original interest rate and may include interest and principal payments for any number of days which fall between the last biweekly payment due date and effective date of change to monthly due dates. The amounts of these monthly payments will also be set forth in the Conversion Notice. After Conversion, I will pay all sums due, pursuant to the Conversion Notice, and if I still owe amounts under this Note on the Maturity Date, I will pay those amounts in full on that date in accordance with Section 4 above.

B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:
 - (a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
 - (b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth."
2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

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

MICHAEL F. FIORE

(Seal)
Borrower

CARMELA M. FIORE, HIS WIFE

(Seal)
Borrower

FOR ILLINOIS USE ONLY

After recording, mail to:
Century Title Company
211 S. Wheeler Ave.
Whitton, IL 60187