

UNOFFICIAL COPY

92168959

MAIL TO:

92168959

LOAN NUMBER: 6554331

RETURN TO: UNITED SAVINGS ASSN OF TEXAS FSB

1301 BASSWOOD, SUITE 340

SCHAUMBURG, IL 60173

This instrument is given under the laws of the State of Illinois, and is to be construed and interpreted according to the law of the State of Illinois. This instrument is given in consideration of the sum of \$50050.00, or thereabouts, and is to be paid by the Borrower to the Lender at the place and time specified in the Note.

The Borrower agrees to pay to the Lender the sum of \$50050.00, or thereabouts, on or before the date of maturity, which is the earlier of (a) April 01, 2022, or (b) the date when the principal balance of the debt evidenced by the Note has been reduced to zero. The Borrower also agrees to pay to the Lender all interest, fees, and other charges due under the Note.

[Space Above This Line For Recording Data]

MORTGAGE

I, BARBARA G. LASALLE, UNMARRIED, do hereby mortgage, grant and convey to UNITED SAVINGS ASSN OF TEXAS FSB, my right, title and interest in and to the property described below, as security for the payment of the debt evidenced by the Note.

This instrument is given in consideration of the sum of \$50050.00, or thereabouts, and is to be paid by the Borrower to the Lender at the place and time specified in the Note.

THIS MORTGAGE ("Security Instrument") is given on MARCH 02, 1992, in the County of COOK, Illinois. The mortgagor is

BARBARA G. LASALLE, UNMARRIED, and whose address is 1513 W ORCHARD PLACE, APT 301, ARLETON, IL 60005, and whose telephone number is 708-534-1234. The mortgagor is the sole owner of the property described below, and has no known encumbrances or liens against it. The mortgagor is the sole owner of the property described below, and has no known encumbrances or liens against it. The mortgagor is the sole owner of the property described below, and has no known encumbrances or liens against it. ("Borrower"). This Security Instrument is given to

UNITED SAVINGS ASSN OF TEXAS FSB, whose address is 3200 SOUTHWEST Fwy, Suite 2000, Houston, TX 77027, and whose telephone number is 713-656-1234. The Lender is the sole owner of the property described below, and has no known encumbrances or liens against it. The Lender is the sole owner of the property described below, and has no known encumbrances or liens against it. The Lender is the sole owner of the property described below, and has no known encumbrances or liens against it. DEPT-01/RECORDING \$37.50
186666 TRAN 0230 03/16/92 11:31:00 COOK COUNTY RECORDER 92168959

which is organized and existing under the laws of THE UNITED STATES, and whose address is 3200 SOUTHWEST Fwy, SUITE 2000 HOUSTON, TX 77027, and whose telephone number is 713-656-1234. The Lender is the sole owner of the property described below, and has no known encumbrances or liens against it. The Lender is the sole owner of the property described below, and has no known encumbrances or liens against it. The Lender is the sole owner of the property described below, and has no known encumbrances or liens against it. ("Lender"). Borrower owes Lender the principal sum of

FIFTY THOUSAND FIFTY AND 00/100 Dollars (U.S. \$ 50050.00)

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 APRIL 01, 2022. 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 County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION. PIN: 03-31-310-010-1045. The property is described as follows: A single family residence located at 1513 W ORCHARD PLACE, APT 301, ARLETON, IL 60005. The property is described as follows: A single family residence located at 1513 W ORCHARD PLACE, APT 301, ARLETON, IL 60005. The property is described as follows: A single family residence located at 1513 W ORCHARD PLACE, APT 301, ARLETON, IL 60005.

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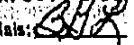
which has the address of 1513 W ORCHARD PLACE [Street, City],
Illinois 60005 [Property Address],
[Zip Code]

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

VMP-5R(IL) (9101)

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7201

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Form 3014 9/90
Initials: 

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Form 3014-9/80

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MD-6R(1L) (1971)

of the actions set forth above within 10 days of the giving of notice. Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or make one or more agreements that any part of the Property is subject to a lien which may attach priority over this instrument or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against any action or proceeding by the lien in a manner acceptable to Lender's option operate to prevent the writing to the payee of the Payee of the instrument of the lien in the instrument, (b) consents in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall payment shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If person owed payment Borrower shall pay directly to Lender any amount on the same date as the payment provided in paragraph 2, or if not paid in full manner, Borrower shall pay directly to the obligees in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay directly to the which may allow priority instrument, and leasedhold payments of ground rents, if any, Borrower shall pay these 4. Charges; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

child, to interest 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 Security instrument.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit, against the sums secured by this held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds

available payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the amount necessary to make up the deficiency in no more than twelve (12) months when due, Lender may so notify Borrower, and, in such case Borrower shall pay not sufficient to pay the Escrow items held by Lender to pay the Escrow items held by Lender for any sum is due excess Funds in accordance with the requirements of applicable law. The amount of the Funds held by Lender at any time is made. The Funds are pledged as additional security for all sums secured by this Security instrument

Lender may agree in writing, however, that interest shall be paid on the Funds and debits to the Funds and the purpose for which each debit to the Funds was annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each charge, an Lender may receive in connection with the requirements of applicable law, unless otherwise directed, to pay Borrower any interest or amounts on the Funds. Lender shall give to Borrower, without charge, an Lender may receive to be paid, Lender shall not be required to pay Borrower any interest or amounts on the Funds. Borrower and requires interest to be paid, unless applicable law provides otherwise. Unless an agreement is made or reporting service used by Lender, Lender may require Borrower to pay a one-time charge for an independent recall estimate to make such a charge. However, Lender may collect on the Funds and applicable law permits Lender to pay the Escrow items, unless Lender is such an agency holding the Funds, annually summarizing the escrow account of varying items, Lender may not charge Borrower for holding the Funds, annually summarizing the escrow account of varying items, Lender, if Lender is such an institution or a bank, Lender shall apply the Funds to pay the Escrow items, unless Lender may not charge Borrower for holding the Funds, annually summarizing the escrow account of varying items, Lender, if Lender is such an institution or a bank, Lender shall account to Borrower for any sum held by Lender in accordance with applicable law.

The Funds shall be held in an account on whose depositors are insured by a federal agency, instrumentality, or entity (including otherwise in accordance with applicable law.

amount of Funds due in the basis of current data and reasonable estimates of expenditures of future Escrow items or amounts. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may demand from time to time, 12 U.S.C. Section 2601 et seq., ("RESPA"), unless another law that applies to the Funds sets a lesser

mortgage loan may require Borrower to collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related Lender may, at any time, collect and hold under the federal Residential Sale Settlement Procedures Act of 1974 as provisions of paragraph 8, in lieu of the payment of mortgage premiums, if any, and (c) any sums payable by Borrower to Lender in accordance with the items are called "Escrow Items".

(e) yearly aggregate insurance premiums, if any; and (f) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (g) yearly rent on the Property, if any; (h) yearly assessments which may attach to a lien on the Property; (b) yearly leasedhold payments and assessments which may attach to a lien on the Property; (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes

principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the

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

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

variations by jurisdiction to constitute a uniform security instrument covering real 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 and

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

All of the foregoing is recited to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, all replacements and additions shall also be covered by this Security instrument.

TAXES now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument.

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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 that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Form 3014 9/80
Initials: *[Signature]*

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WPS-ER(1L) (9101)

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 of this Security Instrument or the Note are declared to be ineffective without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to given effect under applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which can be jurisdiction in which the Property is located.

16. Borrower's Right to Accelerate. This Security Instrument shall be governed by federal law and the law of the period

payments may no longer be required, at the option of Lender, if a mortgage insurance coverage (in the amount and for the period

that Lender may provide by an insurer approved by Lender as available and is obtained, Borrower shall pay the premium fees

insured to maintain mortgage insurance between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect any premises of the Property. Lender shall give

Borrower notice at the time of or prior to 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

action of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of

Security instrument immediately before the taking, divided by (b) the fair market value of the Property immediately before the

taking. Any sum so reduced shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the

sums secured immediately before the taking, divided by (a) the fair market value of the Property immediately before the

taking, unless otherwise provided in the instrument or by law otherwise provides, the proceeds shall be applied to the

sums secured by this instrument which are due.

11. Borrower's Right to Release; Probate Notice; Waiver. Extension of the same for modification of such payments.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-contractants 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 co-contractants and agreements with Lender and general. Any Borrower who co-signs this Security

instrument but does not execute the Note: (a) is co-signer this Security instrument only to mortgage, grants and conveys that

instrument to the lessee in the interest of other loan charges collected or to be collected in connection with the loan

and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan

exceed the permitted limits, then: (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the

permitted limit; and (c) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower.

Borrower may choose to make this refund by reducing the principal owed under the Note or by mailing a direct payment to

Lender or any other address Lender designates by notice to Lender. Any notice provided for in this Security

13. Loan Charges. If the loan secured by this Security instrument is subject to a rate which exceeds maximum loan charges,

make any accommodations with regard to the terms of this Security instrument or the Note without Lender's consent.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given as provided in this paragraph.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the period

payments may no longer be required, at the option of Lender, if a mortgage insurance coverage (in the amount and for the period

that Lender may provide by an insurer approved by Lender as available and is obtained, Borrower shall pay the premium fees

insured to maintain mortgage insurance between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect any premises of the Property. Lender shall give

Borrower notice at the time of or prior to 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

action of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of

Security instrument immediately before the taking, divided by (b) the fair market value of the Property immediately before the

taking. Any sum so reduced shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the

sums secured immediately before the taking, divided by (a) the fair market value of the Property immediately before the

taking, unless otherwise provided in the instrument or by law otherwise provides, the proceeds shall be applied to the

sums secured by this instrument which are due.

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12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-contractants 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 co-contractants and agreements with Lender and general. Any Borrower who co-signs this Security

instrument but does not execute the Note: (a) is co-signer this Security instrument only to mortgage, grants and conveys that

instrument to the lessee in the interest of other loan charges collected or to be collected in connection with the loan

exceed the permitted limits, then: (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the

permitted limit; and (c) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower.

Borrower may choose to make this refund by reducing the principal owed under the Note or by mailing a direct payment to

Lender or any other address Lender designates by notice to Lender. Any notice provided for in this Security

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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 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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Form 3014 9/90

WIS-GRL (8101)

Navy Commisioned Officer
Kathleen P. Loughlin
NOTICE PAGE 8, STATE OF ILLINOIS
This instrument was prepared by: PINA R. JELTER OFFICIAL SEAL

My Commission Expires:

Given under my hand and official seal, this 2nd day of March 1992.

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

Personally known to me to be the same person(s) whose name(s)

BARBARA G. LASALLE, UNMARRIED

Notary Public in and for said county and state do hereby certify that

I, the undersigned

STATE OF ILLINOIS,
Social Security Number:COOK
County ss:

Social Security Number:

Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)Social Security Number 347-34-5039
Barbara G. LASALLE
Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security Instrument and in
any rider(s) executed by Borrower and recorded with it.

Witnesses:

- [Check applicable box(es)]
- Condominium Rider
 - Family Rider
 - Adjustable Rate Rider
 - Biweekly Payment Rider
 - Planned Unit Development Rider
 - Rail Improvement Rider
 - Second Home Rider
 - Other(s) [Specify]
 - V.A. Rider
 - Balloon Rider
 - Graduated Payment Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement
the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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LOAN NUMBER: 6554331

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 2ND day of MARCH, 1992, 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

UNITED SAVINGS ASSN OF TEXAS FSB (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:

1513 W ORCHARD PLACE, ARLINGTON HEIGHTS, IL 60005

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

ST. JAMES CONDOMINIUM

[Name of Condominium Project]

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

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. 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 on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

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

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

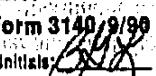
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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-8 (8103)
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Form 3140 g/90

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WMP-B (9103)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

LAWRENCE G. LASALLE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium

Rider.

to Borrower requesting payment.

Interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender by the Security Latum until Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest at the rate of 12% per annum under this Paragraph F shall become additional debt of Borrower secured by the same units disbursed by Lender under this Paragraph F when due, then Lender may pay them.

F. Remedies - If Borrower does not pay Condominium dues and assessments when due, then Lender may pay maintenance by the Owners Association unaccordable to Lender.

(iv) Any action which would have the effect of rendering the public liability insurance coverage available to the Owners Association or

(iii) Limitation of professional management and assumption of self-management of the Owners benefit of Lender;

(ii) Any amendment to any provision of the Consumer Document if the provision is for the express benefit of Lender;

(i) The abandonment or termination of the Condominium Project 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 eminent domain;

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

unit or of the common elements, or for any convenience in lieu of condominium, are hereby assigned and shall be provided to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Latum as

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UNIT NO. 1513D IN ST. JAMES CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN ST. JAMES RESUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED DECEMBER 29, 1987 AS DOCUMENT #7677622 AND RERECORDED JULY 13, 1988 AS DOCUMENT NO. 88308488, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM MADE BY HARRIS BANK-HINSDALE AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 2, 1987 AND KNOWN AS TRUST NO. L-1555 RECORDED JULY 14, 1988 AS DOCUMENT NO. 88310214, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTEnant TO SAID UNIT AS SET FORTH IN SAID UNIT AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME.

PERMANENT INDEX NO.: 03-31-310-010-1045

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