

PREPARED BY:
BARBARA PIERLUISSE
CHICAGO, IL 60657

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RECORD AND RETURN TO:

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LASALLE BANK LAKEVIEW
3201 NORTH ASHLAND AVENUE
CHICAGO, ILLINOIS 60657

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SEP 28 1999

[Space Above This Line For Recording Data]

FILE AUDIT
DELORES MCNAMARA

MORTGAGE
316834-4

THIS MORTGAGE ("Security Instrument") is given on JULY 23, 1992. The mortgagor is ANGELA ORTIZ, DIVORCED NOT SINCE REMARRIED. The place of record is COOK COUNTY, ILLINOIS.

(*Borrower"). This Security Instrument is given to LASALLE BANK LAKEVIEW, 1331 N. ASHLAND AVENUE, CHICAGO, ILLINOIS 60657, ("Lender").

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 3201 NORTH ASHLAND AVENUE, CHICAGO, ILLINOIS 60657 ("Lender"). Borrower owes Lender the principal sum of EIGHTY THREE THOUSAND AND 00/100 Dollars (U.S. \$ 83,000.00).

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 AUGUST 1, 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:

LOT 5 IN BLOCK 5 IN C. T. YERKES' SUBDIVISION OF BLOCKS 33, 34, 36, 41, 42, 43, AND 44 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER THEREOF), IN COOK COUNTY, ILLINOIS.

RERECD DUE TO INCORRECT RATE ON NOTE & RIDER.

14-19-311-005.

which has the address of 3449 NORTH BELL, CHICAGO

Illinois 60618 ("Property Address").

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

(DRAFT-GR(IL)-9101)

VMP MORTGAGE FORMS • (312)293-8100 • (800)521-7291

Page 1 of 6

Street, City

DPS 1000

Form 3014-9/90

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Form 3014 9/80
DPS 1080

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) consents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender to Lender's satisfaction that any part of the Property is subject to a lien which may attach priority over this Security Instrument, if Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which may attach prior to this Security Instrument, and leases held by others, 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 receipts evidencing the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

debt to the Funds was made, if the Funds are pledged as security for all sums secured by this Security Instrument.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold premiums 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 paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow 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 loan, may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq., ("RESPA"), unless another law applies to the Funds held by Lender. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future lesser amounts, 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 items or otherwise in accordance with applicable law.

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.

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 scope.

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all assessments, appurteances, fixtures, law or heretofore a part of the property. All replacements and additions shall also be covered by this security.

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5. Hazard or Property Insurance. Borrower shall keep all 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 his 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 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 required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by 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 lapses 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 9/90

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16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

to be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared

conflicts with applicable law, which conflict shall not affect other provisions of this Security Instrument or the Note which can be

sustained in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note

Security instrument shall be deemed by federal law and the law of the state in which the Note is declared

Securities addressed herein or any other address by notice to Lender. Any notice provided for in this paragraph.

Lender's address is given to Borrower or Lender whom given as provided in this paragraph.

or any other address by notice to Borrower. Any notice shall be given by first class mail to

the first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address

of the first class mail unit to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery of the Note.

prepayment charge under the Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any

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

Borrower. Any sums already collected from Borrower which exceeded payment will be refunded to

to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge

loan exceed the permitted limit; then: (c) any such interest or other loan charges collected or to be collected in connection with the

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

loan secured by the loan secured by this Security Instrument is subject to a law which sets maximum loan charges.

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

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

secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or

Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums

Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgagee, grant and convey this Security

paraphraph 17. Borrower's covenants and agreements shall be void, and sever. Any Borrower who co-signs this Security

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

Section 2. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

exercise of any right or remedy.

Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the

compliance proceedings against the original Borrower or otherwise modify amortization

not operate to release the liability of the original Borrower's successors in interest. Lender shall not be required to

amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Note Released; Forbearance Not a Waiver. Extension of the time for payment or modification

postpone the due date of the month, if otherwise agreed in writing, any application of such payments.

Lender and Borrower otherwise agree by Lender to Lender to Borrower that the condominium offers to make an

award or settle a claim, a damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium

be applied to the sums secured by this Security Instrument whether or not the sums are then due.

unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

lacking, unless Borrower and Lender otherwise agree before the taking is less than the amount of the sums secured immediately before the

market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in which the fair

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property or to the sums

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

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

Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in which the fair

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

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

insurance ends in accordance with any written agreement in existence between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay

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

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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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DPS 1094

My Commission Expires 12/12/92
Notary Public
Laurie A. Hough
Official Seal
Notary Public, State of Illinois
Given under my hand and official seal, this 23 day of
November, 1992.

My Commission Expires:

free and voluntary act, for the uses and purposes herein set forth,
me this day in person, and acknowledge that **HER SHIP** signed and delivered the said instrument, appeared before
personally known to me to be the same persons whose names(s) subscribed to the foregoing instrument, appeared before
Courtly and state do hereby certify that

ANGELA ORTIZ, DIVORCED NOT SINCE REMARRIED

, a Notary Public in and for said
County set

STATE OF ILLINOIS, COOK

Signature

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Witness

Witness

Signature

Signature

Signature

Instrument

with this Security instrument, the covenants 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 this Security instrument, the covenants 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.

316834-4

- Check applicable box(es)
- | | | | | | |
|---|---|---------------------------------------|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Family Rider | <input type="checkbox"/> Fixed Unit Development Rider | <input type="checkbox"/> Late Improvement Rider | <input type="checkbox"/> Other(s) (Specify) |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Family Rider | <input type="checkbox"/> Homeowner Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> V.A. Rider |

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9 295 16 31 30 30 443
1-4 FAMILY RIDER
Assignment of Rents

RECEIVED

562, 1083

SEP 28 1992

FILE AUDIT
DELORES McNAMARA

THIS 1-4 FAMILY RIDER is made this 23RD day of JULY
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 LASALLE BANK LAKEVIEW
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at

3449 NORTH BELL, CHICAGO, ILLINOIS 60618
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument; building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security instrument. All of the foregoing together with the Property described in the Security Instrument (or the household estate if the Security instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security instrument as the "Property".

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. BORROWER'S RIGHT TO REINSTATE. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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6801 680

-softower
Hall (S)

-BOTTOWER
(Sea)

BARRISTER

BORROWER

ANGELA ORTIZ

BY SIGNING BELOW, BORROWER AGGREES AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS 1-4 FAMILY RENTER

1. CHROSS-DEFEND PROVISION Royalties or rates of payment under this Agreement shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Leender, or Leender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the property before or after giving notice of default to Borrower. However, Leender, or Leender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Leender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security instrument are paid in full.

Borrower representatives and witnesses that Borrower has not exceeded any prior assignment of the Rights and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph.

"In the hands of a responsible authority there must be sufficient funds to cover the costs of taking charge of and managing the property and its collection."

If Lender gives notice of breach to Borrower, ((i)) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; ((ii)) Lender shall be entitled to collect and receive all of the Rents of the Property; ((iii)) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender's agents upon Lender's written demand to the tenant; ((iv)) unless applicable law provides otherwise, all Rents collected by Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, premiums on receivables, bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the property, and then to the sums secured by the Security Instrument; ((v)) Lender, Lender's agents or any judicial receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

316834-4

(S-4)

DPS 529

THIS ADJUSTABLE RATE RIDER is made this 23RD day of JULY, 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 (Borrower) to secure Borrower's Adjustable Rate Note (the "Note") to LASALLE BANK LAKEVIEW (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3449 NORTH BELL, CHICAGO, ILLINOIS 60618
(Property Address)

RECEIVED

SEP 28 1992

FILE AUDIT
DELORES McNAMARA

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.5000 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of AUGUST 1, 1997, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE FOURTHS percentage points

(2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.5000% or less than 5.5000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.50%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

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93219488

029 SdG

Borrower

BORROWER

Borrower

Borrower

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this note. If Lender exercises the option to require immediate payment in full, Lender shall invoke any remedy permitted by this Security Instrument without further notice or demand on Borrower.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferor to assume all obligations under this Note and this Security Instrument unless Lender releases Borrower in writing.

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, regardless of the transfer price.

2. When Borrower's initial fixed interest rate changes to an adjustable rate under the terms stated in Section 4 above, Unifform Convention 17 of the Security Instrument contained in Section B 1 above shall cease to be in effect, and the provisions of Uniform Convention 17 of the Security Instrument shall be amended to read as follows:

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 without further notice or demand on Borrower.

as follows:
The Owner shall have the right to make changes to the adjustable rates and the terms stated in Section A above, Uniform Government Act of the Security instrument shall be in effect.

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Property of Cook County Clerk's Office

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


MARY PARKER

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

DELIVER TO
BOX 166

93239601

92209.72