UPAR ORM COVENANTS, Borrower and Lender revenues and agree as follows: limited variations by jurisdiction to constitute a uniform sources instrument covering real property. THIS SECURITY INSTRUCIENT combines uniform covenentis for national use and non-uniform covenants with

1010 the principal of and interest on the debt evidenced by the Note and any propayment and late charges due 1. Payment of Principol and Interest; Propayment and Late Cherges. Borrower shall promptly p. 3-2 (tid

ILLINOIS-SINGLE FAMILY-FNMA/EHLMC UNIFORM INSTRUMENT IN COMPAND ESCREMA HOUS OF OHIGIZARD ID & FORM 3014 9/90 ison ("Restard), unloss mother law that upplies to the Funda pess a lesser amount, if so, Lendor may, at any time, collect ISC/CWD1/F//0431/3014(8-30)-F 3/11/33 exceed the lesser by the funda pesser amount, if so, Lendor may, at any time, collect exceed the maximum amount a lender for a redenally related montgrape roam may require for Borrowa is escrow account under the lederal Poal Estate Settlement Projectures Act of 1974 ha amended from line to time 12 U.S.C. Based et 2. Funds for Taxes and Insurance. Subject to applicable law or to a writen waiver by Lender, Borrow. A probability between the factor and the standard of the source of the factor and the standard of the source of

Borrower warrants and will defend generally the title to the Property against all claims and demands, tubject to any This Fundarchall be held to an institution whose deposits are insured by a foderal agoncy, instrumedtariy, or onlity unline transfer of theory is soch an institution) or an any federal Hend Loan Spok. Lender shall apply the Funds to nupleaves of lecord who was a last to be a supervisited of the family for the family commendation of the family of the funds to the family of the encumbrances of record. New Second

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed a.id res the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumblances of record.

Ear TOGETHER WITH all the Improvements now or hereafter erected on the property, and ell casements, Web Law appurtenances, and fixtures now or hereafter a part of the property. All replacements and a dittoins shall also be G covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument, s the "Property."

Illinois [#] 6 0 0 6 7 '6/0 pX ("Property Address"); (note the r (Zip Code) state of a state of a state of point of pX tops Socially patiented

05 - 18 - 101 - 053 - 0000 sums secured by this decurity bistrument, Lewits shall promptly refued to Borrower any lefter

Funds this by Lender II, under paragraph 21, Lender shell acquire or a suffle P - party cook, connty, kecospek delition of sale of the Property, shall apply any Funds held by Lender at the targe of not with 1925.4 UA = 34-32720 and subs seconed by this Secarity instrugent. The data is the data of the funds held by Lender at the targe of not with 1925.4 UA = 34-32720 and 2210,021,04 14:01:00 and 2210,021,04 14:01:00 and 2210,021,04 14:01:00 and 2210,021,04 14:01:00 and 2210,000 and 2210,021,04 14:01:00 and 2210,021,04 and 2210,021,04 14:01:00 and 2210,021,000 and 2210,000 an 24-862656

paragraphs 1 and 2 shell be applied. That to any 1 amont or arres due under the incites second, to amounts payable under paragraph 2; third, to interest due; fourth, t 34875399, id last, to any late charges due under the Note. 3. Application of Payments. Unless applicable law provid is otherwise, all to DEb1-01 BECOBDING near under \$35.00

4. Chargest Lions. Borrower shell pay all taxes lass reprises, charges, thes red impositions attributable to the Property which may attain priority over this Security in strangalt, and leasehold payments or drotted if units. If uny Borrower shell bay these oblications in the manager of logical to paragraph 2, or if not part in that margest. Borrower shell pay 'IN COOK CONULA' LIFT INDIR' over diaw ne it. Borrower shell promoted for the family to Lender all nations of the manager of the contrast of the manager of the paragraph 2.

payments, with the full debt, if for bald earlier, due and payable of the concerning of the concerning of the debt evidenced by the Note, with interest, and all renewals, if 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 Berrower'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 Lender the following described property scated in Cook at the first of the social property in the second property is a subject of the social property is the second property is the second property in the second property is the sec

evidenced by Borrower's rice dated the same date as this Security Instrument ("Note"), which provides for monthly 36 to be r 1, 2024. This Security

This Security Instrument is given to LaSalle Talman Bank, FSB, A Corp. of the United States) of FAmerica we what we have the United States) which is organized and existing under the laws of United States of America 3 00, and whose address is 4242 cN. Harlam Avenue, Norridge, -11, 60634 and the second and the second and the second of the sec "home at a heart - ("Lender"),

-[Space Above This Line For Recording Data]-MORTGAGE

RUMOIS-SINGLE FAMILY-FRIMA/FRUMC UMFORM INSTRUMENT

PORES ("Borrower").

illiam J. Mueller, Ill and Jeanne Mueller, His Wife

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LOAN NO. 3991857

G. F. 370

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636759

RELATTORNEY SERVICES #

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Corporation

AFTER RECORDING MAIL TO:

LaSalle Talman Home Mortgage

1350 E. Suite 189W

0.0 5

Touhy Ave. Plaines, 1L 60018

> 1. T. G.F. 30X 370 94862656

THIS MORTGAGE ("Security instrument") is given on September 23.

1994 . The mortgagor is

LOAN NO. 3991657

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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

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

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

wel eldesligge seq. ("RESPA"), unless another law that applies to the Funds sets a leaser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with 3

Provides otherwise. United any additional security for all sums secured by this Security Instrument, and additional state was made. The Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to excrow the Escrow there is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to escrow account, or verifying the Escrow thems, unless Lender pays Borrower interest on the Funds and applicable law permits Lender (in the Escrow the Serie However, Lender may not charge Borrower interest on the Funds, annually analyzing the escrow account, or verifying the Escrow thems, unless Lender may require Borrower to pay a one-time charge for an interest content real escrete tax reporting service used by Lender in connection with this loan, unless applicable law permits Lender to an ender the mode of the mode for an escrete tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise that each apprint the made for an

¹⁹⁴⁰ If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in such context for interference with the Excrow ltements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to say the Excrow ltements of applicable law. If the deficiency. Borrower in writing, and, in such case Borrower shall pay to Londer the amount necessary to make up the deficiency. Borrower in writing, up the deficiency in no more than twelve more that the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve more that amount necessary to make up the deficiency.

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

paragraphs 1 and 2 shall be applied: first, to any prepayment cher, and last, to any late 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. 3. Application of Payments. Unless applicable i.aw provides otherwise, all payments received by Lender under

Lender receipts evidencing the payments. Borrower shall pay these obligations in the manner provided in per construction paid in that manner. Borrower shall promptly turnish to Lender all notices of pay them on time directly to the person owed payment. Borrower shall promptly turnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these par monts directly, Borrower shall promptly turnish to the person owed payment. Property which may attain priority over this Security Instrument, at d leasehold payments or ground rents, if any.

Borrower shall promptly discharge any lien which has priority over this S sourty instrument unless Borrower: (a) Borrower shall promptly discharge any lien which has priority over this S sourty instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proc scalings which in the Property is subject to operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to benate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to benate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to benate the subordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to benate subordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to benate subordinating the lien to this Security instrument. Lender determines that any part of the Property is subject to be which may attain priority over this Security instrument. Lender may give Borrowar & notice identifying the lien.

paragraph 7. Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing our hereafter erected on the Property insured against loss by fire, hazards including the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be chosen by Borrower subject for the periods that Lender requires insurance carrier providing the insurance shall be chosen by Borrower subject for the periods that Lender requires carrier providing the insurance shall be chosen by Borrower subject for the periods that Lender requires carrier providing the insurance shall be chosen by Borrower subject for 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 cover ape described above, to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain cover ape described above, to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain cover ape described above, to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain cover ape described above, to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain cover ape described above, to Lender's approval which and the share carrier for the period shore apover aperts to maintain cover aperts to maintaperts to maintaperts to maintain cov

66/21/E 7-(06-6)+100/16+0//1110WD/OSI PAGE 2 OF 6 ILLINOIS--SINGLE FAMILY--FUMA/FHLMC UNIFORM INSTRUMENT

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give Burrower notice at the fund of or prior to an inspection spécifying reasonable physic for the inspection -Inspection. Lender of its agent may make reasonable untiles upon and inspections of the Property. Lender shall

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and great and strett to pain to service my unademostion or other taking of any part of the Property, or for conveyance in Reli of condemostion, are becoby 10. Comtempation. The proceeds of any award or claim for demages, direct or consequential, in connection with:

instrument whother or not the some are then due mount of the sums secured immediately before the taking, unless Borrower and Lender of hervise agree in writing of unless applicable inw otherwise provides, the proceeds shall be applied to the sume secured by this Security tacing of the Propeny in which the fair market velue of the Property Jennediately before (the tarting is leas that the sums scoured by this Socurity Instrument immediately helors the taking, unless Borrower and Lendus othorwas agree in witery, the sums sneared by this Socurity lastrument shall be reduced by the amount of the proceeds mid?billed by the fraitwing fraction: (a) the total amount of the sums encured immediately before the taking, divided by (b) the fair marken value of the Property immediately before the taking. Any batance shall be paid to before the taking is the proceeds of a pathal value of the Property immediately before the taking. Any batance shall be paid to before the taking is the pathal value of the Property immediately before the taking. ic strumest, whicher of not flyin due, with any excess paid to Bortower. In the overt of a partial-taking of the Property in which the fair market value of the Property multi-levely before the (diding is equal to of greater than the amount is the many property in the property multi-level the children in the amount of the amount of the In the event of a total taking of the Froperty, the proceeds shall be applied to the sums secured by this Security

Property or to the nume sectored by this Sooning Testumonin, wholes or not then due to restoration or responding to the option, effective restoration or responding to the option and the restoration or responding to the option and the restoration of responding to the option of the restoration of responding to the option of the restoration of responding to the restoration of restoration of responding to the restoration of restoration of the restoration of restoration of restoration of restoration of the restoration of restoration of the restoration of ISC/CMDTIL//0491/3014(9-90)-L 3/17/93 goudance of all PAGE 3 OF 6 render to Bondwer that the conditional offers to

. Имееь летек или веделите общется вото во станца вну крийската обрассение у раторы, коей роб роб селист се

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 include 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 reason, the mortgage insurance coverage required by Lender lapses or ceases to Le 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 insurance previously in effect, at a cost borrower shall pay to Lender. If substantially equivalent mortgage insurance coverage is not available, mouth Borrower shall pay to Lender each month a sum equal to one-tweifth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accript use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer or required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to mortgage insurance approved by Lender again becomes available and is obtained. Borrower shall pay the premium sequence in effect. 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.

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 ... A interest from the date of disbursement at the Note rate and shall be payable with interest, upon notice from Lender to Borrower requesting payment. A generation popersis (populo producto a presidente producto presidente presid Presidente presid

contained in this Security Instrument, or there is a legal price ding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or forfeiture or to enforce laws or ma-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 attoine's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, I an Jer does not have to do so. The security instruments are proved.

6. Occupancy, 9 eservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrow is shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution or this Security Instrument and shall continue to occupy the Property as Borrower's principal residence within sixty di residence for at least oncy car after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, (contage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in datault 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 fair a or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in consection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occuparicy 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 inder agrees to the merger in writing. 1.36

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.

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 leasible and Lender's security is not lossoned. 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

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 Burrower.

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

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.

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 falls 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 dub date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower 1:0: Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of and the time for payment or modification of and the time for payment or modification of and the sums secured by this Security Instrument granted by Lender to any successors in interest of Borrower 5.2 min of operate to release the (lability of the originst Borrower or Borrower's successors in interest. Lender shall r of by required to commence proceedings against any successors in interest or refuse to refuse to refuse to extend the original Borrower's successors in interest. Lender shall r of by required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwist modify amontization of the sums secured by this Security Instrument by reason of any time for payment or otherwist. To require to refuse to refuse to extend and the original for original for original secured by this Security Instrument by reason of any demand made by the original Sourower's successors in interest. Any torbearance by Lender in exercising administration of the sums secured by this Security Instrument by reason of any administ for payment or otherwise modify amontization of the sums secured by the original for refuse to refuse to tangent or tender or administration of the sums secured by the original for remedy amontization of the exercise of any tight or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Pound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and nonellit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower, subject to the Note: (a) is co-signing this Security Instrument but cless i of execute the Note: (a) is co-signing this Security Instrument only to co-signs the Security Instrument but cless i of execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower interest in the Property under the terms of this Security Instrument only to mortgage, grant and convey that Borrower interest in the Property under the terms of this Security Instrument; (b) is mortgage, grant and convey that Borro verial interest in the Property under the terms of this Security Instrument; (b) is mortgage, grant and convey that Borro verial interest in the Property under the terms of this Security Instrument; (b) is mortgage, grant and to pay the sums secure of by this Security Instrument; and (c) agrees that Lender and any other not personally obligated to pay the sums secure of the Roperty under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secure of the Roperty under the terms of the Note that Lender and any other not personally obligated to pay the sums secure of the Security Instrument; and (c) agrees that Lender and any other not personally obligated to pay the sums secure of modify. Security Instrument; and (c) agrees that Lender and any other not personally agree to extend, modify for and secure of any accommodations with regard to the terms of this Security Instrument.

13. Loan Chargea. If the loan secured by this Sucritity instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interpreted so the permitted limits, it en (a) any such loan charges collected or to be collected in accessary to reduce the charge to the permitted limits, it en (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the Note or by making a direct payment in any choose to make this refund by reducing the exceeded permitted limits will be reduced to Borrower. Lend in may choose to make this refund by reducing the exceeded permitted limits will be reduced to Borrower. Lend in may choose to make this refund by reducing the exceeded permitted limits will be reduced to Borrower. Lend in may choose to make this refund by reducing the exceeded permitted limits will be reduced to Borrower. Lend in may choose to make this refund by reducing the exceeded permitted limits will be reduced to Borrower. Lend in may choose to make this refund by reducing the which and the borrower is a partial prepayment without any prepayment of a direct payment of a dir

14. Notices. Any notice to Borrower provided for in this Secutify instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of ano her method. The notice to Lender shall be directed to the mailing it by first class mail unless applicable law requires use of ano her method. The notice to Lender shall be given by tirst class mail to Lender's address Borrower designates by notice to Lender shall be given by liftst class mail to Lender's address therein or any other address Borrower. Any notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been provided for in this Security instrument shall be deemed to have been provided for in this Security instrument shall be deemed to have been provided for 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 clauce of this Security Instrument or the Note which can be given effect with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Which can be given effect without the conflict shall not affect other provisions of this Security Instrument and the Which can be given effect without the conflict shall not affect other provisions of this Security Instrument and the Which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Which can be given effect.

te. Borrower's Copy., Borrower shall be given one conformed copy of the Note and of Ana 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 Borrower. If all or any part of the Property or a more interest in Borrower. If all or transferred and Portowor is not u interest in the sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Portowor is not u natural person) without Lender's prior written censent, Lender inay, at its option, require immedia's prior will of all sums.

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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 "Lran 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.

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 Lenger 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 a stual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other regulation 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 cupstances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volati's 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 heatin, 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, out 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 socie 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, to reclusive by judicial proceeding and sale of the Property. The notice shall inther inform Borrower of the right to reinstate after acceleration and the right to essent 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 default is 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 refer se this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower walves all right of homestead exemption in the Property.

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0491/3014(9-90)-L 3/ 17/93 PAGE 5 OF 6 H 1 6 | 15 H 1 6 | 15

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LOAN NO. 3991857

BURENSER

ADJUSTABLE RATE RIDER

(11th District Cost of Funds Index--Rate Caps)

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THIS ADJUSTABLE RATE RIDER is made this 23rd day of Suptumber, 1994 , 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 Adjustable Rate Note (the "Note") to Lasallo Talman Bank, FSB, A Corp. the United States of America a f

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

712 Great Glenn, Inverness, IL SDD67

(Property Address)

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.

ADDITICITAL COVENANTS. In addition to the covenants and agreements made in the Security 1,313 Instrument, Porrower and Lender further covenant and agree as follows:

A. INTEREST HATE AND MONTHLY PAYMENT CHANGES

The Note providue for an initial interest rate of 5.5000 %. The Note provides for changes in the Interest rate and the nonthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

and on that day The Interest rate I will pay (nat) change on the first day of 🗉 Dottober, 🗉 1995 month thereafter. Each date on which my interest rate could change is every Twelfth called a "Change Date."

(8) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the monthly weighted average cost of savings, borrowings and advances of members of the Federal Home Loan Bank of San Francisco (the "Bank"), as made available by the Bank. 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 Holuen will choose a new index that is based upon Obecome even of this choice. comparable information. The Note Holder will give me notice of this choice. (120)

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three / · Quarters perceriege points (2.7500 %) to the Curn Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one ··· %) to the Current

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percentage point (0.125%). Subject to the limits stated in Sector 4(D) below, this rounded amount will be my new interest rate until the next Change Date. Succession The Note Holder will than determine the amount of the monthly say nent that would be sufficient to repay the unpaid principal 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 eq.

monthly payment, jain the object to complete the objection of the part of the company drive generation of the

(D) Limits on Interest Rate Changes

(F) Nouce of Changes

monuny payment changes again.

(E) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.5000 % or less than 3.5000 %. Thereafter, my interest rate will never be increased or decressid on any single Change Date by more than Two decressions (2.0000 %) from ware by more than Tweeder and the preceding growth and the preceding gr

a preadition any obvortant or agreeneers in this Security instrument is acceptable to Lander. reasonably distormines that condenses security will have be impaired by the least area inpliced and the taken is the rest of impaired by the least areaning in the security will have be impaired by the least areaning in the security in the new property is accounted in the security in the security in the security is the security in the security in the security in the security is the security in the security is the security in the security is the security in the security in the security in the security is the security is the security is the security is the security in the security is the security in the security is the security in the security is the security is the security is the security in the security is th

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ISC/CRID**//0792/3120(07-88)-L HIGG TIA (498(4) PAGE 1 OF 2 110 01 1012 Securit personal of FORM 3120 7/68 not a mitural person) without Lender's prior written consent. Lender may, at its option, require immediate saymont in full at all sums secured by this Security Instrument. However, this option thall not be exercised

latereat in A is sold or humstarted (or it a beneficial interest in Borrowia is sold or transiented and Borrower is Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

law to be given me and also the bite and telephone number of a person who will anywer any question. I may The Note L: Jdea will deliver or mail to me a notice of any changes in my interest rate and the amount of the polynemic of any changes with balore his officiency of any changes. The notice with balore his officiency of any changes in the notice with balore his officiency of any changes.

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B. THANSFER OF THE PHOPERTY OF A BENEFICIAL INTEREST IN BORHOW AVER SPIN

have regarding the notice.

(E) Effective Date of Changes

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

(F) Notice of Changes

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have regarding the notice. 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 law to be given me and also the title and telephone number of a person who will answer any question i may the vice will an any change.

Uniform Covenant 17 of the Security Instrument is amended to read as follows: B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTERSTIN BORROWER

reasonably distermines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender. not exarce se this option it: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the internation required by Lender to evaluate the transferee; and (b) Lender to payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercised is prohibited by tederal law as of the date of this Security Instrument. Lender also shall not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

the Note and this Security Listrument unless Lender releases Borrower in writing. To the extent primitted by applicable law, Lender may charge a reasonable tee as a condition to Lender's conserved the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acress able to tender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Works and this for teless is and that a species for tower will continue to be obligated under the Works and this for this security instrument.

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

BY SIGNING BELOW, Borrower accupts and agrees to the terms and covenants contained in this istable Rate Rider. nebifi etafie flate flider.

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