

UNOFFICIAL COPY

96522240

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation
1350 E. Touhy Ave. Suite 160W
Des Plaines, IL 60018

• DEPT-01 RECORDING \$41.00
• T#0012 TRAN 1255 07/09/96 11:50:00
• 40057 * CG **-96-522240
• COOK COUNTY RECORDER

AP#
LN# 5031932

76-11-626 SH 1 All 96040950
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **July 8, 1996**. The mortgagor is Brian E. Reynolds and Maxine Reynolds, F/K/A Maxine Broad, His Wife

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B.

existing under the laws of the United States of America , which is organized and
4242 N. Harlem Ave., Norridge, IL 60634 , and whose address is

("Lender"). Borrower owes Lender the principal sum of Ninety Eight Thousand Dollars and no/100 Dollars

(U.S. \$ 98,000.00). 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 30, 2018 . 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:

THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH 1/2 OF BLOCK 8 IN KINZIE'S ADDITION TO THORNTON, A SUBDIVISION IN THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

29-34-122-006-0000 ,

, which has the address of

313 W. Margaret St.
(STREET)

Thornton
(CITY)

Illinois 60476
(ZIP CODE)

("Property Address");

ILLINOIS-SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

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BOX 333-CTI

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The Funds shall be held in an institution whose capacities are measured 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 pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually finalizing the Escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or amounts on the Funds. Lender shall be paid in writing, however, that interest shall be paid on the Funds, showing credits and debits to the Funds and the purpose for which each debited to the Funds was made. The Funds are pledged as additional security for all sums secured by the Security instrument.

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 accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may do notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 charges due under the Note.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as "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 encumberances of record.
THIS SECURITY INSTRUMENT combines uniform coverages for national use and non-uniform coverages with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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AP# REYNOL, B5031982

LN# 5031982

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 by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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.

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3. 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 specifically reasonable cause for the inspection.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. It for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage subsequently available at 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 alternative insurance company. If substantial monthly premium paid by Lender to the mortgage insurance company is not available, Borrower shall pay to Lender, if substantially equivalent mortgage insurance coverage is not available, the monthly premium paid by Lender each month in sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage is suspended or canceled to be in effect. Lender will accept these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payable to Lender will be calculated on the basis of the amount paid to the insurance company. Lender may no longer be liable for the insurance coverage in effect, if the insurance coverage is reinstated or restored by Borrower, until the premium required to maintain 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 the 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.

7. Protection of Land & Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding affecting the property held by Borrower, Lender may apply to a court to make repairs. Although Lender may take action under this paragraph 7, Lender does not have a duty to do so.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholders. 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. Otherwise, unless Lesnder consents, the Property shall not be unreasonably withheld, or unless Lesnder 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 tortious action or proceeding, whether civil or criminal, is begun that in Lesnder's good faith judgment could result in forfeiture of the Property or otherwise materially impair Lesnder's security interest. Borrower may cure such a default and restore, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that Lesnder's good faith defense, predicated together with a reasonable intent to do no wrong, is good cause for discontinuing the action or proceeding.

Security interest in instruments of Lesnder's security may cure such a default and restore, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that Lesnder's good faith defense, predicated together with a reasonable intent to do no wrong, is good cause for discontinuing the action or proceeding.

Lesnder's good faith defense, predicated together with a reasonable intent to do no wrong, is good cause for discontinuing the action or proceeding.

Borrower's principal residence is limited to one family unit, including all persons who are members of the household, and includes the property described in the Note, including, but not limited to, representations concerning the use of the property, the loan evidence of the lease, if Borrower acquires less than 10% of the property, the Borrower shall comply, with all the provisions of the lease. If this Security instrument is on a leasehold, Borrower's principal residence is limited to one family unit, including all persons who are members of the household, and includes the property described in the Note, including, but not limited to, representations concerning the use of the property, the loan evidence of the lease, if Borrower acquires less than 10% of the property, the Borrower shall comply, with all the provisions of the lease. If this Security instrument is on a leasehold and the lessee has shall not merge unless Lesnder agrees to the property, the Borrower shall comply, with all the provisions of the lease.

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LN# 5031982

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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20. **Hazardous Substances.** Borrower shall not cause or permit the presence, storage, release or release of any Hazardous Substances on or in the Property that is in violation of any Environmental Law, nor allow anyone 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 not causative of any Hazards.

19. **Sale of Note:** Changes of Loan Servicer. The Note or a partial interest in the Note (together with title 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 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.

18. Borrower's Right to Remand. A Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontested 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 (unless it is applied to any power of sale contained in this Security Instrument); or (b) entry of a judgment against the Property (unless it is applied to any power of sale contained in this Security Instrument). These conditions are that Borrower: (a) pays Lender all sums which Lender would be due under this Security Instrument and the Note as if no foreclosure had occurred; (b) gives any detail of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument remains unchallenged.

19. Acceleration Clause 17. If no acceleration had occurred, however, this right to remand shall not apply in the case of reacceleration by Borrower, unless the instrument and the obligation(s) secured hereby shall remain fully enforceable to pay the sum secured by this Security Instrument until cancellation or discharge of the original debt or the debt to which it relates.

(c) Counterfeiter's Copy. Borrower shall be given one customized copy of the Note and of this Security Agreement.

18. Governing Law; Severability. This Security Instrument shall be governed by federal law and the laws of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To the extent possible, the parties shall interpret this Note so as to give effect to all provisions of this Security Instrument.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless otherwise set forth in this instrument.

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LN# 5031982

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.

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. [Check applicable box(es)]

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (specify) | <input type="checkbox"/> IHDA Rider | |

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
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RENTAL AGREEMENT
RENTAL AGREEMENT
RENTAL AGREEMENT
RENTAL AGREEMENT

This instrument was prepared by: Pina Iglesias
Address: 1350 E. Touhy Ave., Suite 160W
Des Plaines, IL 60018

Notary Public

My commission expires:

Given under my hand and official seal, this 8th day of July, 1996

personally known to me; to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their fees and voluntary act, for the uses and purposes herein set forth.

Brian E. Reynolds and Maxine Reynolds
I, the undersigned, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS , COOK County
County as:

(Space Below This Line For Acknowledgment)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

LN# 5031982

AP# REYNOL, 85031982

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BIWEEKLY PAYMENT RIDER (FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 8th day of July 1996 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to LaSalle Bank, F.S.B. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:
313 W. Margaret St.
Thornton, IL 60476

Property Address

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

A. BIWEEKLY PAYMENTS

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

1. (OMITTED)

2. INTEREST

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

3. PAYMENTS

(A) TIME AND PLACE OF PAYMENTS

I will pay principal and interest by making payments every fourteen calendar days (the "biweekly payments"), beginning on August 15, 1996. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at LaSalle Home Mortgage Corporation or at a different place if required by the Note Holder.

(B) AMOUNT OF BIWEEKLY PAYMENTS

My biweekly payment will be in the amount of U. S. \$381.12

(C) MANNER OF PAYMENT

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its possession my written authorization and voided check for the account from which my biweekly payments will be deducted.

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The Note Holder will determine my new payables by calculating an amount equivalent to repay the balance which would be owed under the Note (assuming all payables had been made on time) at the increased rate in substitution of my monthly installments from the Note. The Note will increase to the maturity date. As soon as the Note Holder elects to convert payables to monthly due dates, a Conversion Notice will be sent to me specifying the effective date of the change to monthly due dates; and the new monthly payables; the new interest rate; the effective date of the interest rate increase; and the aggregate amount of any past due payables. The effective date of the change to monthly due dates will, however, precede the effective date of the interest increase. Monthly payments which precede the effective date of the interest increase will be calculated at the original interest rate and may include interest and principal payments for any number of days which fall between the last weekly payment due date and the effective date of the change to monthly due dates. After conversion, I will pay all sums due, pursuant to the terms of the Note in the Note Holder's discretion.

(c) CONVERSION FROM BIWEEKLY PAYMENTS

(b) DEFERRED I do not pay the full amount of my charge(s) or monthly payment on the date it is due. I will be in default.

(a) DEFAULT

**7. BORROWER'S FAILURE TO PAY AS REQUIRED
(A) LATE CHARGE FOR OVERDUE PAYMENTS**

6 (DRAFT)

5. (OMITTED)

A. TERM
I will make all my biweekly payments on time and pay all other amounts owed under this Note. I will repay my loan in full on August 30, 2018, which is called the "Maturity Date". If on the Maturity Date I still owe under this Note, I will pay those amounts in full on that date.

TERM

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

I will keep sufficient funds in the account to pay the full amount of each bimonthly payment on the date it is due. I will not change the account from which my bimonthly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

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B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

1. Until the Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this BiWeekly Payment Rider, the Security Instrument is amended as follows:

(a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.

(b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one-twenty-sixth".

2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this BiWeekly Payment Rider, the amendments to the Security Instrument contained in Section B 1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this BiWeekly Payment Rider.

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

Brian C. Reynolds 07/08/96
Brian E. Reynolds Date

Maxine Reynolds 7/8/96
Maxine Reynolds Date

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Property of Cook County Clerk's Office