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AFTER RECORDING MAIL TO:

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

AP#
LN# 4932625

DEPT-01 RECORDING \$39.50
L#0014 TRAN 5040 05/19/96 08:03:00
S1399 : J.W. * -96-366171
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 8, 1996. The mortgagor is Confesor Valentin and Amelia Valentin, Husband and Wife

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

existing under the laws of the United States of America
4242 N. Harlem Ave., Norridge, IL 60634

("Lender"). Borrower owes Lender the principal sum of One Hundred Twenty Five Thousand Nine
Hundred Dollars and no/100
(U.S. \$ 125,900.00). This debt is evidenced by Borrower's note dated the same date as this
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due
and payable on June 1, 2026. 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 SOUTH HALF OF LOT 52 IN KOESTER AND ZANDER'S RESUBDIVISION OF BLOCKS 1,
3, 4, 5, 6 AND 7 AND THE WEST HALF OF BLOCK 2 OF WIRT AND GILBERT'S
SUBDIVISION OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 22,
TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. (EXCEPT
THE EAST 40 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

ATTORNEYS' NATIONAL
TITLE NETWORK

13-22-307-017 ,

which has the address of

3450 N. Keating
[STREET]

Chicago
[CITY]

Illinois 60641 ("Property Address");
[ZIP CODE]

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

FORM 3014 9/90

REC'D
TITLES
6/19/96

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FORM 301A 9/90
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
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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 exceeds the amount necessary to pay the Escrow items when due, Lender may so 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.

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 exceeds the amount necessary to pay the Escrow items when due, Lender may so 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.

The Funds were made. The Funds are pledged as additional security for all sums secured by this Security instrument. The Funds, showing credits and debits to the Funds and the purpose for which each debt to account of the Funds, shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual interest shall be paid on the Funds. Borrower and Lender may agree in writing, however, to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds unless a provision otherwise. Unless a provision is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds unless a provision otherwise. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax Lender pays Borrower interest on the Funds and permits Lender to make such a charge. And applying the Funds, annually, to pay the Escrow account, or verifying the Escrow items, unless Bank. Lender shall apply the Escrow items. Lender may not charge Borrower for holding instruments, or entity (including Lender, if Lender is such a corporation) or in any Federal Home Loan Bank. Lender shall in an institution whose depositors are insured by a federal agency.

The Funds shall be held in escrow until a final accounting or verification of the Escrow items. And applying the Funds to pay the Escrow items. Lender may not charge Borrower for holding instruments, or entity (including Lender, if Lender is such a corporation) or in any Federal Home Loan Bank. Lender shall in an institution whose depositors are insured by a federal agency.

Under may, at any time, unless another law that applies to the Funds sets a lesser amount, Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenses of future Escrow items or otherwise in accordance with applicable law.

U.S.C. § 2601 et seq. (RESPA), unless another law that applies to the Funds sets a lesser amount, Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenses of future Escrow items or otherwise in accordance with applicable law.

Accrued interest under the federal Real Estate Settlement Act of 1974 as amended from time to time, 12 maximum amount a lender for a federal residential mortgage loan may require for Borrower's Escrow called "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of paragraph B, in lieu of the payment of mortgage insurance premiums. These items are the provisions of paragraph B, in lieu of the payment of mortgage insurance premiums. These items are mortgage insurance premiums, (a), and (d) any sums payable by Borrower to Lender, in accordance with (c) yearly hazard or property insurance premiums; (b) yearly leasehold payments or ground rents on the Property, if any; (e) yearly instrument as a lien on the Property; (d) yearly flood insurance premiums, if any; (f) ready money.

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 attach prior to this Security property. 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 attach prior to this Security property.

1. Payment of Principal and Interest; Prepayment and Late Charge. 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.

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-national property. Covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally; he title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter attached to the property, and all additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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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, 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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9. **Inspection.** Lender or its agent shall give Borrower notice at the time of or prior to an inspection specifically reserving reasonable cause for the inspection.

B. Mortgage Insurance. If lender requires mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternative insurer approved by lender. If substantial mortgage insurance previously in effect, from an alternative insurer is not available, Borrower shall pay to lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be 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 maintain mortgage insurance in effect, or to revolver any written agreement between Borrower and lender or applicable law.

6. Occupancy, Possession, Maintenance and Protection of the Property; Borrower's Loan Application; Lenders' Rights. Borrower shall hold occupancy, establish, and use the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise specifies in writing, which consent shall not be unreasonably withheld, or unless 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 determines that the Property or otherwise materially impairs the value of the Property, or if any judgment could result in forfeiture of the Property or otherwise materially impairs the value of the Property, whether civil or criminal, or if any other cause exists which results in the loss of the Property, unless Lender secures a good faith insurance policy covering the Property for an amount equal to its fair market value.

Borrower's Right to Occupy. With all the provisions of this Note, if Borrower acquires title to the Property, the Borrower's right to occupy of the Property is a principal residence. If this Security instrument is on a leasehold, Borrower's occupancy of the Property is a leasehold occupancy. If this Security instrument is on a fee simple, Borrower's occupancy of the Property is a fee simple occupancy.

Conveyance of the Property. In connection with a loan evidenced by this Note, including, but not limited to, representations concerning the connection of statements to Lender (or failed to provide Lender with any material information) in default also has 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 default also has in default if Borrower creates by the lien created by this Security instrument or Lender's security interest. Borrower shall be liable to Lender for all costs, expenses, attorney fees, and other expenses incurred by Lender in collecting any amounts due under this Note, including reasonable attorney fees and costs of collection, and Lender may sue in any court of competent jurisdiction to collect any amounts due under this Note.

Waiver of Jury Trial. Lender and Borrower hereby waive their right to trial by jury in any dispute arising out of or relating to this Note, the Security instrument, or any other documents or agreements between them.

Notices. All notices, demands, and other communications between Lender and Borrower shall be in writing and shall be given personally or by registered or certified mail, return receipt requested, to the address of each party set forth above, or to such other address as either party may designate in writing to the other party.

Entire Agreement. This Note, the Security instrument, and any other documents or agreements between Lender and Borrower constitute the entire agreement between them and supersede all prior negotiations, understandings, and agreements, whether written or oral, between them.

Amendments. Any amendment to this Note, the Security instrument, or any other documents or agreements between Lender and Borrower must be in writing and signed by both parties.

Waiver of Statute of Limitations. Lender waives the benefit of any statute of limitations that may apply to the enforcement of this Note, the Security instrument, or any other documents or agreements between Lender and Borrower.

Waiver of Jury Trial. Lender and Borrower hereby waive their right to trial by jury in any dispute arising out of or relating to this Note, the Security instrument, or any other documents or agreements between them.

Notices. All notices, demands, and other communications between Lender and Borrower shall be in writing and shall be given personally or by registered or certified mail, return receipt requested, to the address of each party set forth above, or to such other address as either party may designate in writing to the other party.

Entire Agreement. This Note, the Security instrument, and any other documents or agreements between Lender and Borrower constitute the entire agreement between them and supersede all prior negotiations, understandings, and agreements, whether written or oral, between them.

Amendments. Any amendment to this Note, the Security instrument, or any other documents or agreements between Lender and Borrower must be in writing and signed by both parties.

Waiver of Statute of Limitations. Lender waives the benefit of any statute of limitations that may apply to the enforcement of this Note, the Security instrument, or any other documents or agreements between Lender and Borrower.

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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 to the presence, use, or storage on the Property of small quantities of Hazardous substances to do anything affecting the Property that is in violation of any Environmental law. The preceding two 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

notice will also contain any other information required by applicable law.
name and address of the new Loan Servicer and the address to which payments should be made. The 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 to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice and the Note and this Security instrument. There also may be one or more changes of the Loan Servicer resulting in a change in the entity known as the "Loan Servicer" that collects monthly payments due under this Security instrument as the entity may be sold one or more times without prior notice to Borrower. A sale may result in a change in the Note if the Note together with this Security instrument is sold to another entity.

18. **Borrower's Right to Remodel.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument 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 the security instrument. Those conditions are that (a) pays lender all sums which then would be due under this Security instrument and the Note as it accrued or accrued, (b) cures any default of any other covenant and the Note as it accrued or accrued, (c) pays all expenses incurred in enforcing this Security instrument, and (d) takes such action as lender may include, but not limited to, reasonable attorney fees; and (e) takes such action as lender may require to assure that the lien of this Security instrument is enforceable. Upon reasonable notice to pay the sums secured by this Security instrument and the Note as it accrued or accrued, Borrower's obligation to pay the sums secured by this Security instrument shall be discharged. Upon acceleration as if no acceleration had occurred. However, this right to accelerate shall not apply in the case of repossession by Borrower, this Security instrument and the obligation hereby shall remain valid until repossession to pay the sums secured by this Security instrument and the Note as it accrued or accrued, unless otherwise provided by law.

19. **Borrower's Copy.** Borrower shall be given one conforming copy of the Note and of this Security instrument without further notice or demand on Borrower.

20. **Termination 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 note is delivered or mailed within which Borrower must pay all sums secured by this Security instrument, if Borrower fails to pay these sums within the period of notice, Lender may, at its option, reinstate the note or any other agreement to any power of sale contained in this Security instrument, or (b) entry of a judgment enforcing the security instrument. Those conditions are that (a) pays lender all sums which then would be due under this Security instrument and the Note as it accrued or accrued, (b) cures any default of any other covenant and the Note as it accrued or accrued, (c) pays all expenses incurred in enforcing this Security instrument, and (d) takes such action as lender may require to assure that the lien of this Security instrument is enforceable. Upon reasonable notice to pay the sums secured by this Security instrument and the Note as it accrued or accrued, Borrower's obligation to pay the sums secured by this Security instrument shall be discharged. Upon acceleration as if no acceleration had occurred. However, this right to accelerate shall not apply in the case of repossession by Borrower, this Security instrument and the Note as it accrued or accrued, unless otherwise provided by law.

21. **Governing Law; Severability.** This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument. Security instrument or the Note conflicts with the Note can be given effect without the conflicting provision. To the extent that the provisions of this Security instrument and the Note are declared to be severable, and the provisions of this Security instrument and the Note are declared to be severable.

22. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applies another method. The notice shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be given to Lender unless Borrower designates by notice to Lender another address to which notice shall be given by first class mail to Lender.

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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 checked="" 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 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 | |

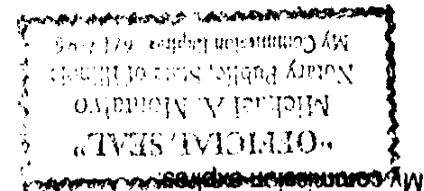
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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
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This instrument was prepared by: Pina Iglesias
Address: 1350 E. Touhy Ave., Suite 160W
Des Plaines, IL 60018

iglesias



Given under my hand and official seal, this 8th day of May, 1995
Instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Confeasor Valentine and Amelita Valentine
I, Michael A. Valentini Notary Public, and for said county and state do hereby certify that
County as:

STATE OF ILLINOIS County Confeasor Valentine and Amelita Valentine

[Space Below This Line For Acknowledgment]

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

Witnesses:
Throughout 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in Pages 1

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 8th day of May, 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 Adjustable Rate 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:

3450 N. Keating, Chicago, IL 60641

[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.

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 7.8750 %. 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 June, 1999, 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 / Quarters 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 9.8750 % or less than 5.8750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.8750 %.

UNOFFICIAL COPY

MULTISTATE ADJUSTABLE RATE RIDER-ARM 5-2-SINGLE FAMILY-FINIA/FHLMC UNIFORM INSTRUMENT
SC/CRID**//G494/3111 (G85)-L PAGE 2 OF 2 FORM 3111 3/85

[Sign Original Only]

-BORROWER
(SEAL)

-BORROWER
(SEAL)

AMELIA VALENTIN
-BORROWER
(SEAL)
CONTRIBUTOR VALENTIN
-BORROWER
(SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in Pages 1 and 2 of this Adjustable Rate Rider.

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

Borrower will continue to be obligated under the Note and this Security Instrument until Lender keeps all the promises and agreements that are acceptable to Lender and in this Security Instrument. To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to this loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made to Lender and in this Security Instrument.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender, that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender. Reasonably determines that Lender's security will not be impaired by the loan assumption and intended transfer as if a new loan were being made to the transferee; and (b) Lender (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: instrument. However, this option shall not be exercised by Lender if prohibited by law, at its option, require immediate payment in full of all sums secured by this Security transfer and Borrower is not a natural person) without Lender's prior written consent, Lender property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transfer of the property or a beneficial interest in Borrower. If all or any part of the instrument (may have regarding the notice.

UNIFORM Covenants 17 of the Security Instrument is amended to read as follows:

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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.

My new interest rate will become effective on the first monthly payment date after the Change Date until the amount of my monthly payment beginning on the first monthly payment date after the Change Date again. (E) Effective Date of Changes

AP# VALENT, C4932625

LN# 4932625