

UNOFFICIAL COPY

96368635

AFTER RECORDING MAIL TO:

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

DEPT-01 RECORDING \$47.00
T#0009 TRAN 2303 05/15/96 11:57:00
\$5687 + SK # -96-362635
(COOK COUNTY) RECORDER

AP#
LN# 5031430

Box 26C

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 3, 1996. The mortgagor is Hugo H. Sori, Single/Never Married and Herminio Sori, Married to Maria Sori **

("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 Eighty Two Thousand Eight Hundred
Dollars and no/100 Dollars (U.S. \$ 82,800.00). 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 September 27, 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:

*** SEE ATTACHED LEGAL DESCRIPTION ***

** Maria Sori is signing this document solely for the purpose of waiving
any and all homestead rights.

12-11-114-016 , 12-11-114-017 , 12-11-114-018

12-11-114-019 ,

which has the address of

5230 N. Potawatomie
[STREET]

Chicago
[CITY]

Illinois 60656 ("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

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The Funds shall be held in an institution whose receipts are measured by a general 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 Escrow holder for holding and applying the Funds, annually analyzing the Escrow account, or verifying the Escrow items, unless Lender pays Escrow holder to make such a charge. However, Lender may require Escrow holder to pay a one-time charge for an independent real estate appraiser service used by Lender in connection with this loan, unless applicable law permits otherwise. Unless Escrow holder has an agreement with Escrow holder to be paid, Lender shall not be required to pay Escrow holder any interest or earnings on the Funds. Escrow holder shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for all sums received by the Funds was made. The Funds are pledged as additional security for all sums secured by this 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 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 months, at Lender's sole discretion.

1. Payment of principal and interest; Preparation and late charges. Borrower shall promptly pay when due or principal or interest; preparation and late charges. Borrower shall promptly pay when due under the Note.

UAC FORM COVENANTS, BORROWER AND LENDER COVENANTS AND AGREEMENTS AS FOLLOWS:

This document, titled "Harmful Combinations Unlikely to Result in Chemicals with Limited Variables by Jurisdiction to Constitute a Uniform Security Instrument Learning Real Property."

Plaintiff further avers that he has been denied his day in court by the Defendants' refusal to accept his claim for damages and to allow him to present his case to a jury.

TOOL WHICH WILL AIM THE INVESTIGATORS NOW OR HEREAFTER REPLIED ON THE PROPERTY, AND ALL DOCUMENTS, APPURTENANCES, AND FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPETITIONS AND ADDITIONAL STATEMENTS SHALL BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

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AP# SORI ,H5031460

LN# 5031460

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 sum 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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8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Borrower shall give Borrower notice at the time of or prior to an inspection specifically reasonable for the inspection.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Board approves and Lender agrees 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 instrument, or there is a legal proceeding that may significantly affect any security interest in the Property, Lender does not have to do so.

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AP# SOR1,H5031460

LN# 5031460

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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COOK COUNTY, ILLINOIS

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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 that is in violation of any Environmental Law. The preceding words shall not apply 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 words shall not apply 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.

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 ("owner as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the loan Servicer unrelated to a sale of the Note. If there is a change of the loan Servicer, Borrower will be given written notice and address of the new loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Acceleration as if no Acceleration had occurred.** However, this right to accelerate shall not apply in the case of acceleration by Borrower, this Security Instrument and the obligation secured hereby shall remain fully reasonable to pay the sums secured by this Security Instrument until, Lender's rights in the Property and Borrower's obligation to pay the sum secured by this Security Instrument shall continue unchallenged. Borrower's obligation to pay the sum secured by this Security Instrument and reasonable to assure that the lien of this Security Instrument, Lender's such action as Lender may include, but not limited to, reasonable attorney fees; (d) takes any other action to enforce this Security Instrument, (c) pays all expenses incurred in enforcing this Security Instrument, any other covanants or agreements; (a) pays all expenses incurred in defending the Note from being declared due under this Security Instrument and the Note as it now appears; (b) pays Lender all sums which then would be payable to any power of sale contained in this Security Instrument, or (b) entry of a judgment enjoining days (or such other period as applicable) law may decide for remittitement); before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enjoining days (or such other period as applicable) law may decide for remittitement); before sale of the Property right to have enforcement of this Security Instrument disclosed at any time prior to the earlier of: (a) 5 days after exercise of this option, Lender shall have the right to require Borrower to pay all demand and on Borrower.

18. **Borrower's Right to Remodel.** If Borrower meets certain conditions, Borrower shall have the right to remodel the Property for a beneficial interest in Borrower. If all or any part of the Property is sold or transferred, Lender shall give Borrower notice of the date of the sale of the Property and Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration 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 not less than 30 days from the date the notice is delivered or mailed within which Lender exercises this option, Lender shall give Borrower notice of the date of the sale of the Property and Borrower may invoke any remedies permitted by this Security Instrument to the extent provided in this Security Instrument. If Borrower fails to pay these sums prior to the expiration of not less than 30 days from the date the notice is delivered or mailed within which Lender exercises this option, Lender shall give Borrower notice of the date of the sale of the Property and Borrower may invoke any remedies permitted by this Security Instrument to the extent provided in this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option, requiring immediate payment in full of all sums secured by this Security Instrument, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option, requiring immediate payment in full of all sums secured by this Security Instrument, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. **Governing Law; Separability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note 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 this end the provisions of this Security Instrument and the Note are declared to be severable.

19. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it by mailing it by first class mail unless applicable law requires use of another method. The notice shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Other addresses Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be given to Lender by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice given by first class mail to Lender shall be given to Lender. Any notice to Lender shall be given by first class mail to Lender's address provided for in this Security Instrument.

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AP# SORJ, H5031460

LN# 5031460

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 checked="" 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 | |

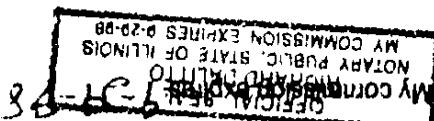
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FORM 301A 9/90

ILINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISCS/CMDTL//0894/301A(0990)-1 PAGE 3 OF 8

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

Notary Public



Given under my hand and official seal, this 3rd day of May, 1995.
I, 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 acknowledge that they signed and
delivered the said instrument as their free and voluntary act, for the uses and purposes therein
set forth.

Hugo H. Sori and Hermitho Sori and Marita Sori,
I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS, COOK, County ss:

(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 addendum executed by Borrower and recorded with it.
Witnesses:

LN# 5031460

AP# SORI, 5031460

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UNIT 5230-304 IN THE POTAWATOMIE POINTE CONDOMINIUM AS
DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL
OF REAL ESTATE: LOTS 2, 3, 4 AND 5 IN BLOCK 2 IN LILL-PETERSON
SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER (EXCEPT THE NORTH 162.58 FEET THEREOF) IN
SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE
PLAT THEREOF RECORDED MARCH 13, 1996 AS DOCUMENT 96189379 IN
COOK COUNTY, ILLINOIS, WHICH PLAT IS ATTACHED AS EXHIBIT A OF
DECLARATION OF CONDOMINIUM MADE BY CHICAGO TITLE AND TRUST
COMPANY OF ILLINOIS AS TRUSTEE UNDER TRUST NO. 110-0730,
TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL.

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Property of Cook County Clerk's Office

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BIWEEKLY PAYMENT RIDER (FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 3rd 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 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:
5230 N. Potawatome
Chicago, IL 60656

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 June 20, 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. \$314.67

(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 valid check for the account from which my biweekly payments will be deducted.

06/02/00
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BIWEEKLY PAYMENT RIDER PG2

MW1042 12/95

The Note Holder will determine my new payments by calculating an amount sufficient to repay the balance which would be owed under the Note (assuming all payments had been made on time) at the increased rate in substanially equal monthly installments from the effective date of the increase. All the new monthly payments will be remitted to me specifically the date of the change to monthly due dates. As soon as the Note Holder expects to convert payments to monthly due dates, a Conversion Notice will be sent to me specifying the effective date of the increase rate, the effective date of the change to monthly due dates, and the new monthly payments, the new interest rate, the effective date of the increase rate, the effective date of the change to monthly due dates, and the principal payments for any number of days which fall between the last biweekly payment due date and date of the initial rate. The amounts of these monthly payments will also be set effective date of change to monthly due dates. The amounts of these monthly payments will also be set effective date of change to monthly due dates. After Conversion, I will pay all sums due pursuant to the Conversion Notice, and if I still owe amounts under the Note on the Maturity Date, I will pay those amounts in full on that date.

If any one of the following conditions exist, the Note Holder may increase the interest rate pursuant to Section 2 above and the amounts of future payments due under the Note and change the due date of each payment to biweekly due dates. If any regular check is required under Section 3(C) above, (i) fail to deliver my written authorization and voided check to monthly ("this is called a "Conversion"), (ii) fail to deliver my written such payment from my biweekly to monthly ("this is called a "Conversion"), or (iii) fail to maintain the account for any reason (including but not limited to insufficient funds or unavailable funds in my account or processing errors made by any other than the Note Holder), the Note Holder is unable to deduct the full biweekly payment due on any three biweekly payments due dates during any twelve consecutive months of the loan term. Upon conversion, automatic deductions will cease. All monthly payments will be due on the first day of each month and never be deducted by means other than automatic deduction. Once converted, payments can never be charged back to biweekly due dates.

(C) CONVERSION FROM BIWEEKLY PAYMENTS

If I do not pay the full amount of my biweekly or monthly payment on the date it is due, I will be in default.

(B) DEFALT

If the Note Holder does not receive the full amount of any biweekly payment on the date it is due, I will pay a \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be \$5.00 % of my overdue payment of the principal and interest. I will pay this late charge and processing charge promptly, but only once on each late payment.

(A) LATE CHARGE FOR OVERDUE PAYMENTS

7. BORROWER'S FAILURE TO PAY AS REQUIRED

a. (OMITTED)

b. (OMITTED)

A. TERM
If I make all my biweekly payments on time and pay all other amounts owed under this Note, I will owe under this Note, I will pay those amounts in full on that date.
loan in full on September 27, 2018, which is called the "Maturity Date". If on the Maturity Date I still

understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly 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 biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

6530396

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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.

Hugo H. Sori

5-3-96
Date

Herminio Sori

5-3-96
Date

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Property of Cook County Clerk's Office

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AP# SORI, H5031460

LN# 5031460

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 3rd 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 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:

5230 N. Potawatomie, Chicago, IL 60656
[PROPERTY ADDRESS]

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

POTAWATOMIE POINTE CONDOMINIUM

[NAME OF CONDOMINIUM PROJECT]

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

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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MULTISTATE CONDOMINIUM RIDEER-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
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-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Condominium Rider.

F. Remedies. If Borrower does not pay Condominium dues and assessments when due, then Lender may sue for interest on the date of disbursement at the Note rate and shall be payable, with interest, upon notice to Borrower to demand payment.

(v) Any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(vi) termination of professional management and assumption of self-management of the Owners Association, or

(vii) any amendment to any provision of the Condominium Documents if the provision is for the express benefit of Lender.

(viii) any termination of substantial destruction by fire or other casualty or in the case of a taking by condemned or eminent domain.

(ix) the abandonment of termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by written consent, either party or subdivide the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior

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9/26/2023