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NEVER RECORDING MAIL TO:

LaSalle Home Mortgage Corporation
12 Salt Creek Lane Suite 110
Hinsdale, IL 60521

97407139

DEFT-01 RECORDING \$51.50
T#0010 TRAN 8009 06/09/97 14:48:00
#1798 # CJ *-97-407139
COOK COUNTY RECORDER

AP# PHAM, T5403936
LN# 5403936

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 2, 1997. The mortgagor is Tammy T. Pham, Single/Never Married

Sl 5

("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 60534

which is organized and
and whose address is

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

Dollars

(U.S. \$ 30,000.00). 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 December 5, 2019. 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, covenanted 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 RIDER

ATTORNEY'S NATIONAL TITLE NETWORK
THREE FIRST NATIONAL PLAZA
SUITE 1603
CHICAGO, IL 60603

29 25 405 030 1006

which has the address of

2203 175th Unit 2B

[STREET]

Lansing

[CITY]

Illinois 60438

("Property Address"):

[ZIP CODE]

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

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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 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 monthly payments, at Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, trust company, 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 analyzing the escrow account, (i) writing 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 tax reporting service used by Lender in connection with the 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 earnings on the Funds. Borrower and Lender may (i) in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by the Security Instrument.

2. Funds for taxes, and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (Funds) for: (a) yearly taxes and assessments which may attach priority over the Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; (c) yearly hazard or property (see note) insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; and (f) any other (i) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a Federal Home Loan Mortgage Corporation may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. (RESPA), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.
BORROWER COVENANTS the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and has 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 encumbrances of record.
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All requirements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in the 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. 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. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the mortgage 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 period 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 provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

10. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

11. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce lease or real covenants), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which it holds over the Security Instrument, appearing in court, paying reasonable attorney fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 11, Lender does not have to do so.

12. Occupancy, Possession, Maintenance and Protection of the Property. Borrower's Loan Application, Leasehold, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless outstanding documents and which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by the Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 12, by causing the action or proceeding to be dismissed with a ruling that in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other lien. If in default of the lien created by the Security Instrument or Lender's security interest, Borrower shall file in default of the lien evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If the Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee shall not merge unless Lender agrees to the merger in writing.

13. Borrower shall be responsible for all taxes and assessments levied on the Property, including property taxes, and shall pay the same when due. Borrower shall be responsible for all utility charges, including gas, electric, water, sewer, and telephone, and shall pay the same when due. Borrower shall be responsible for all other charges, including insurance, and shall pay the same when due.

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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 file 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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28. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with the 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 the Security Instrument. There also may be one or more changes of the Loan Servicer arranged to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Redeem. Borrower may at any time prepay all or part of the amount due under the Security Instrument and the Note as if no acceleration had occurred. However, the right to redeem shall not apply in the case of acceleration under paragraph 17. Borrower's obligation to pay the sums secured by the Security Instrument shall continue unchanged. Upon redemption by Borrower, the Security Instrument and the obligation secured hereby shall remain fully enforceable as if no acceleration had occurred. Reasonably required to assure that the lien of the Security Instrument and Lender's rights in the Property and including, but not limited to, reasonable attorney's fees and (d) takes such action as Lender may deem necessary to enforce the Security Instrument. (c) pays all expenses incurred in enforcing the Security Instrument, due under the Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of the Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under the Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of the Security Instrument; (c) pays all expenses incurred in enforcing the Security Instrument; (d) takes such action as Lender may deem necessary to enforce the Security Instrument. Borrower shall have the right to have enforcement of the Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may require) for reinstatement) before sale of the Property pursuant to any power of sale contained in the Security Instrument; or (b) entry of a judgment enforcing the Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under the Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of the Security Instrument; (c) pays all expenses incurred in enforcing the Security Instrument; (d) takes such action as Lender may deem necessary to enforce the Security Instrument. Borrower shall have the right to have enforcement of the Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may require) for reinstatement) before sale of the Property pursuant to any power of sale contained in the Security Instrument; or (b) entry of a judgment enforcing the Security Instrument.

17. Title. Title 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 the Security Instrument. However, the option shall not be exercised by Lender if a period of not less than 30 days from the date the notice is delivered or mailed with which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of the period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

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

15. Governing Law; Severability. The 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 the Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions and the provisions of the Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in the Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The 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 the Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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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, for its enforcement 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 checked="" type="checkbox"/> Other(s) [specify] LEGAL RIDER | <input type="checkbox"/> LIBRIDA Rider | |

97403936

Address: 12 Salt Creek Lane, Suite 106
Hinsdale, IL 60521

This instrument was prepared by: Richard Ashman

OFFICIAL SEAL
Sandra K. Falcone
Notary Public, State of Illinois
My Commission Expires 09/07/99

[Signature]
Notary Public

Given under my hand and official seal, the 2nd day of June, 1997.
personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/hers and voluntary act for the uses and purposes therein set forth.

STATE OF ILLINOIS
I, the undersigned, a Notary Public in and for said county and state do
County of: COOK

[Space Below This Line For Acknowledgment]

(SEAL)
BORROWER

(SEAL)
BORROWER

(SEAL)
BORROWER

(SEAL)
BORROWER

(SEAL)
BORROWER

[Signature]
(SEAL)
BORROWER

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

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Unit 2-B 2203 Building A, in Arrow Condominium as delineated on a survey of the following described real Estate:

Parcel 1: That part of the North 4 acres of the South 1/2 of the North East 1/4 of the South East 1/4 of Section 25, Township 16 North, Range 14 East of the Third Principal Meridian, lying West of a line drawn 150 feet Northwesterly of measured right angles to the following described line: Beginning at a point on the South line of said 4 acres which is 379.24 feet East of the West line of the North East 1/4 of the South East 1/4 of said section; thence Northeasterly to a point on the North line of said 4 acres which is 447.21 feet East of the West line of the North East 1/4 of the South East 1/4 of said section (except that part falling in Lot 6 in Subdivision of the

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Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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South East 1/4 of the South East 1/4 and the South 1/2 of the North East 1/4 of the South East 1/4 (except the North 8 rods of the East 80 rods of the South 1/2 of the North East 1/4 of the South East 1/4 of Section 25 aforesaid) and (also except that part thereof falling within a strip of land 300 feet in width the center line of which is described as follows: Beginning at a point on the West line of the South East 1/4 of Section 25 aforesaid said point being 553.75 feet South of the North West corner of said South East 1/4 thence in an Easterly direction in a straight line to a point on the East line of said South East 1/4 said point being 540.76 feet South of the North East corner of said South East 1/4) in Cook County, Illinois Parcel 2: Lot 6 in the Subdivision of the South East 1/4 of the South East 1/4 and the South 1/2 of the North East 1/4 of the South East 1/4 (except the North 8 rods of the East 80 rods of the South 1/2 of the North East 1/4 of the South East 1/4 all in Section 25, Township 36 North, Range 14 East of the Third Principal Meridian, (except that part of said lot falling within a strip of land 300 feet in width, the center line of which is described as follows: Beginning at a point on the West line of the South East 1/4 of Section 25 aforesaid said point being 556.75 feet South of the North West corner of the South East 1/4 aforesaid, thence in an Easterly direction in a straight line to a point on the East line of the South East 1/4 aforesaid said point being 540.26 feet South of the North East corner of the South East 1/4 aforesaid Parcel 3: All that part of Lot 1 in the Subdivision of the South East 1/4 of the South East 1/4 and the South 1/2 of the North East 1/4 of the South East 1/4 (except the North 8 rods of the East 80 rods of the South 1/2 of the North East 1/4 of the South East 1/4 all in Section 25, Township 36 North, Range 14 East of the Third Principal Meridian, lying West of a line drawn 150 feet Northwesterly of measured at right angles to the following described line: Beginning at a point on the North line of said lot which is 379.24 feet East of the North West corner of said lot thence Southwesterly 370.16 feet more or less, to a point on the South line of said lot which is 209.34 feet East of the South West corner of said lot; and Parcel 4: All that part of Lot 2 in the Subdivision of the South East 1/4 of the South East 1/4 and South 1/2 of the North East 1/4 of the South East 1/4 (except the North 8 rods of the East 80 rods of the South 1/2 of the North East 1/4 of the South East 1/4 all in Section 25, Township 36 North, Range 14 East of the Third Principal Meridian, line West of a line drawn 150 feet Northwesterly of measured at right angles to the following described line: Beginning at a point on the North line of said lot which is 209.34 feet East of the North West corner of said lot, thence Southwesterly 370.16 feet more or less to a point on the South line of said lot which is 38.37 feet East of the South West corner of said lot all in

page 2 (continued)

W. P. [Signature]
 Authorized Signatory

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Page 3 (Continued)

Cook County, Illinois, which survey is attached as Exhibit "A" to the declaration recorded and filed as Document Number 25365554 and LR3145758 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

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LOAN NO. 5403936

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 2nd day of June, 1997, 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:

2203 175th Unit 2B, Lansing, IL 60438

[Property Address]

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

ARROW CONDOMINIUM

[Name of Condominium Project]

(the "Condominium Project"). If 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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FORM 3149 8/98
Revised 8/98

MULTI-UNIT CONDOMINIUM DEED-SINGLE FAMILY-PHASE/FINAL/PLATING INSTRUMENT
PAGE 2 OF 2
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(Seal) _____
Borrower

(Seal) _____
Borrower

(Seal) _____
Borrower

(Seal) _____
Borrower

Tammy L. Pham

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partial or substitute the Property or consent to:
(a) the abandonment or 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 condemnation or eminent domain;
(b) any amendment to any provision of the Condominium Documents if the provision is for the express benefit of Lender;
(c) termination of professional management and assumption of self-management of the Owners Association; or
(d) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Fees. If Borrower does not pay condominium dues and assessments when due, then Lender may pay any amount due under the paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these fees shall bear interest from the date of delinquency at the Note rate and shall be payable, with late fee, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in the Condominium Rider.

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03/11/2011

LOAN NO. 5403938

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5403936

BIWEEKLY PAYMENT RIDER (FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 2nd day of June 1997 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:
2203 175th Unit 2B
Lansing, IL 60438

(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 July 17, 1997. 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. \$112.69

(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

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 substantially equal monthly installments from the effective date of the interest rate increase to the Maturity Date. As soon as the Note Holder elects to convert payments to monthly due date, a Conversion Notice will be sent to me specifying the effective date of the change to monthly due date, the amount of the new monthly payments, the new interest rate, the effective date of the interest rate increase, and the aggregate amount of any past due payments. The effective date of the change to monthly due date will, however, precede the effective date of the interest rate increase. Monthly payments which precede the effective date of the interest rate 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 bimonthly payment due date and effective date of change to monthly due date. The amounts of these monthly payments will also be set forth in the Conversion Notice. After Conversion, I will pay all sums due, pursuant to the Conversion Notice, and I will pay those amounts in full on the Maturity Date, I will pay those amounts in full on the date

If any one of the following conditions exist, the Note Holder may increase the interest rate pursuant to Section 2 above and the amount of future payments (i) under the Note and change the due date of each such payment from bimonthly to monthly (this is called "Conversion"). If I fail to deliver my written authorization and voided check as required under Section 3(c) above, if I fail to maintain the account, if I am required to maintain under Section 3(c) above, or if I make any other error in any other way than the Note Holder (the Note Holder) is unable to deduct the full bimonthly payment due on any three consecutive payment due dates during any three consecutive months of the term, Upon conversion, all automatic deductions will cease. All monthly payments will be due on the 15th day of each month and must be remitted by means other than automatic deduction. Once converted, payments can never be changed back to bimonthly due date.

(C) CONVERSION FROM BI-MONTHLY PAYMENTS

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

(D) DEFAULT

If the Note Holder does not receive the full amount of any bimonthly 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 bimonthly 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 the late charge and processing charge promptly, but only once on each late payment.

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

8. (OAIATED)

9. (OAIATED)

4. TERM
 If I make all my bimonthly payments on time and pay all other amounts owed under the Note, I will repay my loan in full on December 5, 2019, which is called the "Maturity Date". If on the Maturity Date I will owe under the Note, I will pay those amounts in full on the date.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my bimonthly payment from the account to pay the Note Holder for each bimonthly payment on the date it is due until I have paid all amounts owed under the 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 without the Note Holder's consent 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.



Tammy T. Pham

6/2/97

Date

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