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97442346

AFTER RECORDING MAIL TO:

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



DEPT-01 RECORDING \$45.50
T82222 TRAN 9573 06/19/97 16:26:00
9547 KB * -97-442346
COOK COUNTY RECORDER

AP# MUELLE, M4402227
LN# 4402227

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE (Security Instrument) is given on June 18, 1997. The mortgagor is Michael D. Mueller, Single/Never Married

(Borrower). This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the United States of America, which is organized and existing under the laws of the United States of America, and whose address is 4242 N. Harlem Ave., Norridge, IL 60634

(Lender). Borrower owes Lender the principal sum of Sixty Five Thousand Seven Hundred Dollars and no/100 Dollars

(U.S. \$ 65,700.00). 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 July 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and 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"

N9700407 MDP 2 of 3

08-08-201-003 ,

08-08-202-004 ,

08-08-203-015

which has the address of

1206 New Wilke Rd. #7-304
[STREET]

Arlington Heights
[CITY]

Illinois 60004

(Property Address):

[ZIP CODE]

ILLINOIS SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL/0894/3014(0880)-L PAGE 1 OF 8

FORM 3014 9/90

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FORM 3014 5/80

ILLINOIS-SINGLE FAMILY-FHMA/FHLMC UNIFORM INSTRUMENT
PAGE 2 OF 8
MC/CDOTL/1000/10149800-1

If the Funds held by Lender exceed the amount 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 monthly payments, at Lender's sole discretion.

The Funds shall be held in an institution whose credits are insured by a federal agency, including, or only (excluding Lender, if Lender is such 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, generally waiving the escrow account, or waiving the Escrow item, when Lender pays Borrower interest on the Funds and applicable law does not require such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraisal in connection with the loan, unless and to the extent the law provides otherwise. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may, in writing, however, agree that the amount of the Funds, including credits and debits to the Funds and the purpose for which each shall be accounted for, shall be paid on the Funds. Lender shall give to Borrower, when due, an actual copy of the Funds, showing credits and debits to the Funds and the purpose for which each shall be accounted for. The Funds are pledged as additional security for all same secured by this 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 to the Property, (b) yearly taxes and assessments which may attach to the Property, (c) yearly taxes and assessments which may attach to the Property, (d) yearly taxes and assessments which may attach to the Property, (e) any annual payments or ground rents on the Property, (f) any mortgage insurance premiums, (g) any and (h) any other payments or ground rents on the Property. These items are the "Escrow Items." Lender may, at its option, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federal, state or local mortgage loan may require for Borrower's 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 applies to the Funds with a lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenses of the 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:

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.

THE SECURITY INSTRUMENT contains uniform covenants for national use and non-writing covenants with third parties 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 the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-writing covenants with third parties by jurisdiction to constitute a uniform security instrument covering real property.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all assessments, taxes, and charges now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as "the Property."

STANDARD

LINE 4402227

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LN# 4402227

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 due, 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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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 pay 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 (or demands) 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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14. Notices. Any notice to Borrower provided for in the Security Instrument shall be given by depositing 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.

15. Governing Law; Venue. 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 Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To the extent the provisions of this Security Instrument and the Note are declared to be severable, they shall be severable.

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

17. Transfer of 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 the sum secured by the Security Instrument. However, the option shall not be exercised by Lender if it is prohibited by federal law as of the date of this Security Instrument.

18. Lender exercises the option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed (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.

19. Borrower's Right to Redeem. If Lender makes certain conditions, Borrower shall have the right to have enforcement of the Security Instrument discontinued at any time prior to the date of (a) a default in payment to any power of sale contained in the Security Instrument; or (b) entry of a judgment, order, decree, or other order of a court of competent jurisdiction, or (c) any other order or agreement; (d) any other action in which the Security Instrument is involved; (e) any other event which results in the Security Instrument being assigned to another party; (f) any other event which results in the Security Instrument being assigned to another party; (g) any other event which results in the Security Instrument being assigned to another party; (h) any other event which results in the Security Instrument being assigned to another party; (i) any other event which results in the Security Instrument being assigned to another party; (j) any other event which results in the Security Instrument being assigned to another party; (k) any other event which results in the Security Instrument being assigned to another party; (l) any other event which results in the Security Instrument being assigned to another party; (m) any other event which results in the Security Instrument being assigned to another party; (n) any other event which results in the Security Instrument being assigned to another party; (o) any other event which results in the Security Instrument being assigned to another party; (p) any other event which results in the Security Instrument being assigned to another party; (q) any other event which results in the Security Instrument being assigned to another party; (r) any other event which results in the Security Instrument being assigned to another party; (s) any other event which results in the Security Instrument being assigned to another party; (t) any other event which results in the Security Instrument being assigned to another party; (u) any other event which results in the Security Instrument being assigned to another party; (v) any other event which results in the Security Instrument being assigned to another party; (w) any other event which results in the Security Instrument being assigned to another party; (x) any other event which results in the Security Instrument being assigned to another party; (y) any other event which results in the Security Instrument being assigned to another party; (z) any other event which results in the Security Instrument being assigned to another party.

20. Date of Sale; Change of Lender. The Note or a partial interest in the Property 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 assigned to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be notified 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.

21. Maintenance Subsequent. Borrower shall not cause or permit the presence, use, deposit, storage, or release of any hazardous substances on or in the Property. Borrower shall not do, nor shall it cause or permit to do, anything that is in violation of any Environmental Law. The preceding shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are not regulated by the Environmental Law.

22. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

23. Borrower's Right to Redeem. If Lender makes certain conditions, Borrower shall have the right to have enforcement of the Security Instrument discontinued at any time prior to the date of (a) a default in payment to any power of sale contained in the Security Instrument; or (b) entry of a judgment, order, decree, or other order of a court of competent jurisdiction, or (c) any other order or agreement; (d) any other action in which the Security Instrument is involved; (e) any other event which results in the Security Instrument being assigned to another party; (f) any other event which results in the Security Instrument being assigned to another party; (g) any other event which results in the Security Instrument being assigned to another party; (h) any other event which results in the Security Instrument being assigned to another party; (i) any other event which results in the Security Instrument being assigned to another party; (j) any other event which results in the Security Instrument being assigned to another party; (k) any other event which results in the Security Instrument being assigned to another party; (l) any other event which results in the Security Instrument being assigned to another party; (m) any other event which results in the Security Instrument being assigned to another party; (n) any other event which results in the Security Instrument being assigned to another party; (o) any other event which results in the Security Instrument being assigned to another party; (p) any other event which results in the Security Instrument being assigned to another party; (q) any other event which results in the Security Instrument being assigned to another party; (r) any other event which results in the Security Instrument being assigned to another party; (s) any other event which results in the Security Instrument being assigned to another party; (t) any other event which results in the Security Instrument being assigned to another party; (u) any other event which results in the Security Instrument being assigned to another party; (v) any other event which results in the Security Instrument being assigned to another party; (w) any other event which results in the Security Instrument being assigned to another party; (x) any other event which results in the Security Instrument being assigned to another party; (y) any other event which results in the Security Instrument being assigned to another party; (z) any other event which results in the Security Instrument being assigned to another party.

24. Notices. Any notice to Borrower provided for in the Security Instrument shall be given by depositing 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.

25. Governing Law; Venue. 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 Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To the extent the provisions of this Security Instrument and the Note are declared to be severable, they shall be severable.

26. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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LN# 4402227

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 defenses 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 this 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)]

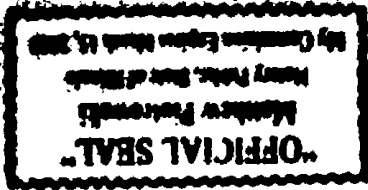
- | | | |
|--------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input 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 checked="" type="checkbox"/> HDA Rider | |

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FORM 2014 6/08

ILLINOIS - SINGLE FAMILY - PINKY - FILING UNIFORM INSTRUMENT



This instrument was prepared by: Viola I. Lemon
Address: 1350 E. Touhy, Suite 160 West
Des Plaines, IL 60018

My organization expires:
[Signature]
Notary Public

I, the undersigned, a Notary Public in and for said county and state do hereby certify that
I have under my hand and official seal, this 18th day of June, 1957
personally known to me to be the same person(s) whose name(s) is/are 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 (his/hers) free and voluntary act, for the use and purpose therein
set forth.

STATE OF ILLINOIS
County of Cook
Michael D. Mueller
Notary Public

Space Below This Line For Acknowledgment

ACKNOWLEDGMENT

ACKNOWLEDGMENT

ACKNOWLEDGMENT

ACKNOWLEDGMENT

ACKNOWLEDGMENT

ACKNOWLEDGMENT
[Signature]
Michael D. Mueller

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

LINE 4402221

AP# MUELLE, M4402221

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PARCEL 1:

UNIT 7-304 AND GARAGE G3-5 IN MALLARD COVE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEBER DRIVE (FORMERLY OLD WILKE ROAD) (SAID CENTER LINE ALSO BEING THE WEST LINE OF THE EAST 3/4 OF THE EAST 1/2 OF SECTION 5 AND SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN) AND THE NORTH LINE OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST ALONG THE CENTER LINE OF SAID WEBER DRIVE, 1369.27 FEET TO A POINT; THENCE NORTH 89 DEGREES 41 MINUTES 39 SECONDS EAST 33.0 FEET TO A POINT ON THE EAST LINE OF WEBER DRIVE AS DEDICATED BY DOCUMENT NO. 88155952, SAID POINT BEING THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 59.50 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST, 65.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 82.50 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST, 70.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 426.0 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST, 70.0 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 82.50 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST, 65.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 79.09 FEET TO THE WEST LINE OF NEW WILKE ROAD AS DEDICATED BY DOCUMENT NO. 88155952; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID NEW WILKE ROAD, 590.24 FEET, TO A POINT OF CURVE IN THE WEST LINE OF SAID NEW WILKE ROAD; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX WESTERLY HAVING A RADIUS OF 950.0 FEET AN ARC DISTANCE OF 221.63 FEET (THE CHORD OF SAID ARC BEARS SOUTH 06 DEGREES 41 MINUTES 00 SECONDS EAST, 221.12 FEET); THENCE NORTH 89 DEGREES 55 MINUTES 17 SECONDS WEST, 102.20 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST, 115.0 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 17 SECONDS WEST, 45.0 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST, 125.0 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 17 SECONDS WEST, 250.0 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST, 199.0 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 17 SECONDS WEST, 353.81 FEET TO THE EAST LINE OF SAID WEBER DRIVE; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST ALONG THE EAST LINE OF SAID WEBER DRIVE, 445.95 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEBER DRIVE (FORMERLY OLD WILKE ROAD) (SAID CENTER LINE ALSO BEING THE WEST LINE OF THE EAST 3/4 OF THE EAST 1/2 OF SECTION 5 AND 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN) AND THE NORTH LINE OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST ALONG THE CENTER LINE OF SAID WEBER DRIVE, 552.0 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 17 SECONDS EAST, 33.0 FEET TO A POINT ON THE EAST LINE OF WEBER DRIVE AS DEDICATED BY DOCUMENT NUMBER 88155952, SAID POINT BEING THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 55 MINUTES 17 SECONDS EAST, 355.00 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST, 679.67 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST 212.99 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST, 70.0 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST, 82.50 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 21 SECONDS EAST, 65.0 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST, 59.90 FEET TO THE EAST LINE OF SAID WEBER DRIVE; THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS WEST, ALONG THE EAST LINE OF SAID WEBER DRIVE, 817.05 FEET, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 21, 1996 AS DOCUMENT NUMBER 96889987 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

NON-EXCLUSIVE PERPETUAL EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 CREATED BY THAT CROSS-EASEMENT AGREEMENT DATED SEPTEMBER 10, 1969 AND RECORDED NOVEMBER 26, 1969 AS DOCUMENT NUMBER 21023805 FOR INGRESS, EGRESS, PUBLIC UTILITIES AND SANITARY SEWER AND WATER OVER THE PROPERTY SHADED ON EXHIBIT B ATTACHED TO SAID CROSS-EASEMENT AGREEMENT IN COOK COUNTY, ILLINOIS.

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHT AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND COVENANTS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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AP# MUELLE, H4402227

LN# 4402227

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) 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;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

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

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower respecting payment.

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

Michael D. Mueller (SEAL)
Michael D. Mueller -BORROWER

____ (SEAL)
-BORROWER

____ (SEAL)
-BORROWER

____ (SEAL)
-BORROWER

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the security instrument as provided in Uniform Covenant 10.
and shall be paid to Lender. Such proceeds shall be applied by Lender to the same amount by
proceeds to borrower in connection with any condemnation or other taking of all or any part of the Property,
B. Condemnation. The proceeds of any award or claim for damages, death or consequential
of coverage to Lender.

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 terms
insurance, with any excess paid to Borrower.

D. Hazard Insurance. Lender warrants the provision in Uniform Covenant 2 for the hazard insurance payment to Lender of the
yearly premium payments for hazard insurance on the Property; and
E. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted
insurance carrier, a "water" or "blast" policy on the Project which is satisfactory to Lender
and which provides insurance coverage in the amount, for the full term, and against the hazards listed
required, including the and hazards included within the term "water and coverage," then

F. Hazard Insurance. Lender warrants the provision in Uniform Covenant 2 for the hazard insurance payment to Lender of the
yearly premium payments for hazard insurance on the Property; and
G. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted
insurance carrier, a "water" or "blast" policy on the Project which is satisfactory to Lender
and which provides insurance coverage in the amount, for the full term, and against the hazards listed
required, including the and hazards included within the term "water and coverage," then

H. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted
insurance carrier, a "water" or "blast" policy on the Project which is satisfactory to Lender
and which provides insurance coverage in the amount, for the full term, and against the hazards listed
required, including the and hazards included within the term "water and coverage," then

I. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted
insurance carrier, a "water" or "blast" policy on the Project which is satisfactory to Lender
and which provides insurance coverage in the amount, for the full term, and against the hazards listed
required, including the and hazards included within the term "water and coverage," then

J. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted
insurance carrier, a "water" or "blast" policy on the Project which is satisfactory to Lender
and which provides insurance coverage in the amount, for the full term, and against the hazards listed
required, including the and hazards included within the term "water and coverage," then

K. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted
insurance carrier, a "water" or "blast" policy on the Project which is satisfactory to Lender
and which provides insurance coverage in the amount, for the full term, and against the hazards listed
required, including the and hazards included within the term "water and coverage," then

NAME OF CONDOMINIUM PROJECT

INLAND CODE

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

PROPERTY ADDRESS

1206 Newville Rd. #7-304, Arlington Heights, IL 60904

at
the Lender of the same date and covering the Property described in the Security Instrument and listed
Borrower's name to LaSalle Bank, F.S.B., a Corp. of the United States of America.
and the Security Instrument of the same date given by the undersigned the Borrower to grant
incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security
and is
18th day of June, 1997

CONDOMINIUM RIDER

LA 440227

AP# NUELLE, M402277

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MORTGAGE RIDER

NOTICE TO MORTGAGOR

THE PROVISIONS OF THIS RIDER SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN. DO NOT SIGN THE NOTE OR THE SECURITY INSTRUMENT UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS.

RIDER TO MORTGAGE BY AND BETWEEN Michael D. Mueller

97442346

(THE "MORTGAGOR") and LaSalle Bank, F.S.B. (THE "LENDER")

The Mortgagor is executing similar security herewith that certain mortgage, dated June 18 1997 (the "Security Instrument") to secure a loan (the "Loan") made by LaSalle Bank, F.S.B. in the amount of \$ 65,700.00 to the Mortgagor, evidenced by a note (the "Note") of even date herewith. It is expected that the loan will be purchased by the Illinois Housing Development Authority (the "Authority"). It is a condition of the making of the Loan that the Mortgagor execute this Rider.

In consideration of the respective covenants of the parties contained in the Security Instrument, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, Mortgagor and Lender further mutually agree as follows:

1. The rights and obligations of the parties to the Security Instrument and the Note are expressly made subject to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Security Instrument and the Note, the provisions of this Rider shall control.

2. Notwithstanding the provisions of Paragraph 6 of the Security Instrument, the Mortgagor agrees that the Lender or the Authority, as applicable, may, at any time and without prior notice, accelerate all payments due under the Security Instrument and Note, and exercise any other remedy allowed by law for breach of the Security Instrument or Note, if (a) the Mortgagor sells, rents or fails to occupy the property described in the Security Instrument as his or her permanent and primary residence; or (b) the statements made by the Mortgagor in the Affidavit of Buyer (Illinois Housing Development Authority Form MP-6A) are not true, complete and correct, or the Mortgagor fails to abide by the agreements contained in the Affidavit of Buyer; or (c) the Lender or the Authority finds any statement contained in that Affidavit to be untrue. The Mortgagor understands that the agreements and statements of fact contained in the Affidavit of Buyer are necessary conditions for the granting of the Loan.

3. The provisions of this Rider shall apply and be effective only at such times as the Authority is the holder of the Security Instrument and the Note, or is in the process of purchasing the Security Instrument and the Note. If the Authority does not purchase the Security Instrument and the Note, or if the Authority sells or otherwise transfers the Security Instrument and the Note to another individual or entity, the provisions of this Rider shall no longer apply or be effective, and this Rider shall be detached from the Security Instrument.

MORTGAGOR

Michael D. Mueller



Illinois Housing
Development Authority

MP6-RIDER

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