## UNOFFIGHAL GOPY

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage Corporation 12 Salt Creek Lane

Hinsdale, IL 60521

DEPT-01 RECORDING

\$41.50

T40010 TRAN 8232 07/11/97 13:07:00 47954 + CJ \*-97-501664

COOK COUNTY RECORDER

AP# HONEYW. \$5406021 LN# 540602-1

-- [Space Above This Line For Recording Data] --

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 20, 1997 The mortgagor is Shirley Miller Honeywood, Divorced not Remarried and Mary E. Miller, Single/Never Married

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

, which is organized and , and whose address is

existing under the laws of the United States of America

4242 N. Harlem Ave., Norridge, IL tu634 ("Lender"). Borrower owes Lender the principal suin of One Hundred Thousand Dollars and

**Dollars** no/100 (U.S. \$ 100,000.00 ). 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 April 23, 2020 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and ell renewals, extensions and modifications of the Note; (b) the payment of all other surns, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Lorrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrowe, class hereby mortgage, grant and convey to Lender the following described property located in Cook

County, Illinois:

ATTORNEY'S NATIONAL TITLE NETWORK, INC.

97501664

24 24 413 042

which has the address of

11739 South Maplewood Ave, [STREET]

Chicago [CITY]

Illinois

60655

("Property Address");

(ZIP CODE)

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

PAGE 1 OF 8

FORM 3014 9/90

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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 Linder. If, under paragraph 21, Lender shall acquire or self 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.
- a. Charges; Liene. 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 haves, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in the manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly burnish 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 promotily discharge any iten 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 to 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 egreement 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. Hezard or Property Insurance. Ischower shall keep the improvements now existing or hereafter erected on the Property Insurance 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 falls 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 renewels shall be acceptable to Londer and shall include a standard mortgage clause. Lender shall have the right to hold the policies and reviewels. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and reviewel notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lander may make proof of loss if not made promptly by Borrower.

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair to the Property damaged, if the restoration or repair is aconomically 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 abandors 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 reput 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 Lendar 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, Dorrower'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 same secured by this Security Instrument shall be reduced by the amount of the procesds 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 the Security instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for demages, Borrower falls 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 of rerwise 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; Forbears on By Lender Not a Welver. Extansion of the time for payment or modification of amortization of the sums accured 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 extand 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 Yorrower'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 Lander 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 lew 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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18. Scrience's Copy. Account aits to given one captormed copy of the Note and of this Security

18. Governing Law; Soverbilly. This Socurity instrument shall be governed by lasters law and the invariance of the provident or closure of the provident with providing or closure of the Socurity instrument or the Mate conflicts with applicable law, such conflict shall not allect offer providing provident. We find this Socurity instrument or the Mate which can be given place which can be given the conflicting provident. We filt so the provident of this because of this because the first and the finds and the decimal to be expended.

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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, lawault 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 arbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Diw" means federal laws and laws of the jurisdiction where the Property is located that relate to health, solvery or anvironmental protection.

NON-UNIFORM COMENANTS. Borrower and Lander further covenant and agree as follows:

- 21. Acceleration; Feriedian. Lender shell 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 law executed in the notice may result in acceleration of the sums secured by this Security Instrument, in coloring 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 ascert in the foreclosure proceeding the non-existence of a default or any other defence of Borrower to acceleration and foreclosure. If the delauit is not cured on or before the date specified in the notice, Landar at its option may require immediate payment in tuil of all sums secured by this Security Instrument without further demand and may tractose this Security instrument by judicial proceeding. Lender shall be entitled to called all sumses incurred in pursuing the remediate provided in this paragraph 21, including, but not limited to reasonable attorneys' fees and occase of title evidence.
- 22. Rolesse. Upon payment of all sums secured by this Sicurity Instrument, Lender shall release this Security Instrument without charge to Borrower. Someway shall pay any recordation costs.
  - 23. Welver of Hornesteed. Borrower walves all right of homesteed everyation 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 agreement; of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(87)].

Adjustable Rate Rider			14 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	X	Blwoeldy Payment Rider
Balloon Rider	Rate improvement Rider		Second Homa Rider
Other(s) [apacify]	IHDA Rider		

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

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BY SIGNING RELOW, Sommers and in any rider(s) executed by Sorrower and recorded in pages through 8 of the Sorrower and recorded in pages.

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The industrial was prepared by: Dolores Lubrick!

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### BIWEEKLY PAYMENT RIDER (FIXED RATE)

THIS DIWEEKLY PAYMENT RIDER is made this 20th day of June 1997 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Dect (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower (1909) (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: 11739 South Map i exced Ave

Chicago, IL 60655

Property Address

ADDITIONAL COVENANTS. In addition to this covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and argree 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 biweelity 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 bleeskly payments pursuant to Section 7(C) of the Note and this Fider

#### 3. PAYMENTS

#### (A) TIME AND PLACE OF PAYMENTS

I will pay principal and interst by making payments every fourteen calendar days (the "biweskly payments"), beginning on July 31 , 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 interst before principal.

I will make my biweekly or any monthly peyments at LaSalle Home Montgage 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. \$362.54

#### (C) MANNER OF PAYMENT

My blueskly 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 chack for the account from which my biweeldy payments will be deducted

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If do not pay the full encount of my lake of the monthly payment on the date it to due, I will be in default. TAIMMED (S)

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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-shith".
- 2. If Lender terminates Borrower's right to make blweekly 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 RELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Fister.

Shirley Miller Honeywood

Date

Mary E. Miller

Date Olyngia Clerks Office

Property of Coot County Clert's Office