

UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation

12 Salt Creek Lane Suite 110
Hinsdale, IL 60521

AP# DRNEK R5571146
LN# 5571146

97543484

: DEPT-01 RECORDING \$41.00
: T#0012 TRAN 6087 07/28/97 13:16:00
: #5332 + CG *-97-543484
: COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

7671867-1272

MORTGAGE

4/10/97

THIS MORTGAGE ("Security Instrument") is given on July 25, 1997. The mortgagor is Robert E. Drnek, Judith A. Drnek, Husband and Wife,

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

, which is organized and existing under the laws of the United States of America , and whose address is 4242 N. Harlem Ave., Norridge, IL 60624

("Lender"). Borrower owes Lender the principal sum of One Hundred Fifty Three Thousand Dollars and no/100

Dollars (U.S. \$ 153,000.00). 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 June 4, 2020. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 37 (EXCEPT THE SOUTH 29 FEET THEREOF) AND THE SOUTH 29 FEET OF LOT 38 IN BLOCK 3 IN SPRINGDALE SUBDIVISION UNIT NO. 1, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

97543484

18-08-313-070-0000 ,

which has the address of

5322 Franklin Avenue
[STREET]

Western Springs
[CITY]

Illinois 60558
[ZIP CODE]

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

FORM 3014 9/90

BOX 333-CTI

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IS/C/MCDTLL/0864/3014(0990)-L PAGE 2 OF 8

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

FORM 3014 9/90

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, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments at Lender's sole discretion.

The Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument of the Funds, showing credits and debits to the Funds and the purpose for which each debt is accrued shall be paid on the Funds. Lender shall have to Borrower, without charge, an annual interest which shall be paid on the Funds. Borrower and Lender may agree in writing however, that Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing however, unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to report any service used by Lender in connection with this loan, unless specified otherwise. However, Lender may require Borrower to pay a one-time charge for an independent real estate lawyer, Lender pays Borrower interest on the Funds and applicable law permits, under to make such a charge. Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding bank account, or entity (including Lender) is such an institution, or in any Federal Home Loan instrumentality, or entity holding Lender is such a federal agency.

The Funds shall be held in an institution whose deposits are insured by a federal agency.

expenses of future Escrow items or other uses in accordance with applicable law. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, if so, U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount, 12 months under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, maximum amount a lender for a period of time, called "Escrow items," used mortgage loan may require for Borrower's Escrow maximum amount a lender may, at any time, collect and hold Funds in an amount not to exceed the called "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of prepayment of mortgage loans. These terms are the provisions of Paragraph 8, in full, "(d) any sums payable by Borrower to Lender, in accordance with mortgagage insurance premiums, if any, and (e) any sums payable by Borrower to Lender, in accordance with yearly hazard or property taxes, (b) yearly leasehold premiums or ground rents on the property, if any, instrument as a lien on the property; (c) yearly taxes and assessments which may attach priority over this Security sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over the Note until the Note is paid in Borrower shall pay to Lender on the day monthly payment due under the Note, until the Note is paid in 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender,

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 of charges due under the Note.

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

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all additions, appurtenances, and fixtures 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."

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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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ILLINOIS SINGLE FAMILY-FMIA/FHLMC UNIFORM INSTRUMENT
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9. **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 reasons for the inspection.

8. **Mortgage instrument.** If Lender requires mortgagage to make the loan secured by this Security instrument, the mortgagage shall pay the premium required to maintain the mortgage insurance in effect. Lender agrees to pay no longer than three payments as a loss reserve in lieu of mortgage insurance. Lender will use and retain Borrower's option of lesser, if mortgage insurance coverage pays more than premium paid by Borrower. When the insurance coverage lapses or ceases to be in effect, Lender will pay to Borrower a sum equal to one-twelfth of the yearly mortgage coverage which it is required to pay to Lender each month. Lender shall pay the premium required to maintain mortgage coverage is not available, Borrower shall pay to Borrower of the mortgage insurance previously in effect, from an alternate provider of the mortgage insurance. Lender shall pay the premium required to maintain coverage until the cost to Borrower to be in effect, Lender shall pay the premium required to pay to Lender lapses or ceases to be in effect. Lender will pay to Borrower a cost substantially equivalent to the cost to Lender each month to one-twelfth of the yearly mortgage coverage if there is no longer available. Borrower shall bear interest from the date of disbursement until the Note rate shall be payable. Any amounts disbursed by Lender under this paragraph 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 until the Note rate shall be payable.

7. **Provision of Leases/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, or condemnation or forfeiture or to enforce laws or regulations, 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 may include paying attorney fees and attorney's fees and attorney fees and expenses under this provision of the Property to repair or to make repairs. Although Lender may take action to secure damages caused by a lien which has priority over this Security instrument, appearing in court, paying any sum secured by a lien which has priority over this Security instrument, appearing in court, paying attorney fees and expenses to repair or to make repairs. Although Lender may take action to secure damages caused by a lien which has priority over this Security instrument, appearing in court, paying attorney fees and expenses under this provision of the Property to repair or to make repairs. After this period of time has lapsed and the fee "Le" shall not merge unless Lender agrees to the merger in writing.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as principal residence within six (6) 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. Otherwise agrees in writing, which consents shall not be unreasonably withheld, or unless Lender otherwise agrees in writing, which agrees to provide security for the principal residence of Borrower, whether criminal, is begun that in Lender's good faith provided in Paragraph 1B, by causing the action or proceeding to be dismissed with a ruling that Lender's good faith determines precluded enforcement of the Borrower's security interest. In such case, Lender is liable to Lender for attorney fees and costs incurred by Lender for the defense of this suit. Lender will be liable for any damage or impairment of the Property or otherwise materially impairing the property. Allow the Property to deteriorate, or commit waste on the Property. Borrower still be in the event of any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith provided in Paragraph 1B, by causing the action or proceeding to be dismissed with a ruling that Lender's good faith determines precluded enforcement of the Borrower's security interest. In such case, Lender is liable to Lender for attorney fees and costs incurred by Lender for the defense of this suit. Lender will be liable for any damage or impairment of the Property or otherwise materially impairing the property or otherwise materially impairing the property or otherwise materially impairing the property.

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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 it, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

12. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, or storage on the Property or small quantities of any substances that may affect the Property in violation of any Environmental Law. The preceding two sections shall not apply to the presence, use, or storage on the Property in violation of any Environmental Law. The following sections shall not apply to the presence, use, or storage on the Property in violation of any other environmental laws or regulations.

13. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in it, or a Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer named in the Note. If there is a change of the Loan Servicer and the address to which payments should be made, the notice will also contain any other information required by applicable law.

14. **Borrower's Right to Retain Interest.** If Borrower provides certain conditions, Borrower shall have the right to have ownership of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment entitling Lender to further notice or demand and the Note as if no action had accrued; (c) cure of any default of this Security Instrument. The note may be paid in arrears or otherwise in accordance with the note itself; (d) payment of all sums secured by this Security Instrument; or (e) payment of all sums which then would be due under this Security Instrument and the Note as if no action had accrued.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the laws of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision being stricken. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice shall be mailing it by first class mail to Lender's address or another method. The deliverying it or by mailing it by first class mail to Lender's address shall be given by notice to Borrower providing for a Beneficial Interest in Borrower. If all or any part of the Property or

16. **Copy of Note.** Borrower shall be given one confirmed copy of the Note and of this Security Instrument. If Lender exercises this right to retain interest in this Security Instrument, he shall give Borrower notice of his intent to do so at least 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument to do so. If Lender exercises this right to retain interest in this Security Instrument, he shall give Borrower notice of his intent to do so at least 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument to do so.

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Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (specify) | <input type="checkbox"/> IHDA Rider | |

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LN# 5571146

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) executed by Borrower and recorded with it.

Witnesses:

Robert E. Drnek

(SEAL)

BORROWER

Judith A. Drnek

(SEAL)

BORROWER

(SEAL)
BORROWER

(SEAL)
BORROWER

(SEAL)
BORROWER

(SEAL)
BORROWER

[Space Below This Line For Acknowledgment]

STATE OF Illinois

, Cook

County as:

I, the undersigned
hereby certify that
Robert E. Drnek, Judith A. Drnek,

, a Notary Public in and for said county and state do

9754346
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personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of July, 1997.

My commission expires:

"OFFICIAL SEAL"

MARIE T. HYNES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/13/97

Notary Public

This instrument was prepared by: Shirley A. Orr

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

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BIWEEKLY PAYMENT RIDER (FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 25th day of July 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: 5322 Franklin Avenue Western Springs, IL 60558

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 September 11, 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. \$554.68

(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.

4754346
Cook County Clerk's Office

UNOFFICIAL COPY**B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT**

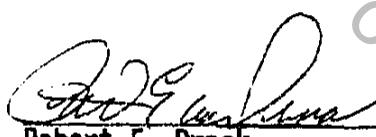
1. Until the Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this BiWeekly Payment Rider, the Security Instrument is amended as follows:

(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.



Robert E. Drnek

7-25-97
Date

97543484



Judith A. Drnek

7-25-97
Date

Date

Date

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