

# UNOFFICIAL COPY

97631340

1991  
7665931-2  
1061

AFTER RECORDING MAIL TO:

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

AP# DUNCAN, 5661439  
LN# 5661439

: DEPT-01 RECORDING \$41.00  
: T#0012 TRAN 6462 08/27/97 11:45:00  
: #9990 # CG \*-97-631340  
: COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 19, 1997. The mortgagor is Jeffrey L. Duncan and Cheryl L. Duncan, Husband and Wife

("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 One Hundred Ninety Four Thousand Four Hundred Dollars and no/100 Dollars (U.S. \$ 194,400.00). 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 May 21, 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 5 (EXCEPT THE EAST 18 FEET THEREOF) IN BLOCK 25 IN DES PLAINES MANOR NUMBER 2 BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT 4793564, IN COOK COUNTY, ILLINOIS.

09-17-317-001-0000 ,

, which has the address of

905 Walter Ave.  
[STREET]

Des Plaines  
[CITY]

Illinois 60016 ("Property Address");  
[ZIP CODE]

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

FORM 3014 9/90

BOX 333-CTI

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
IS/C/MDTL/0894/3014(0990)-L PAGE 2 OF 8

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender after any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months at Lender's sole discretion.

The Funds were made. The Funds are pledged as additional security for all sums secured by this Security instrument. The Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was made, shall be paid on the Funds. Lender shall give to Borrower, with full charge, an annual interest at any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, to pay Borrower any interest law requires to be paid, Lender shall not be required to pay Borrowing service used by Lender in connection with this loan, unless provided otherwise. Unless an agreement is made by Lender to pay the Funds and applicable law permits Lender to make such a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service on the Funds, unless provided otherwise. Lender pays Borrower interest on the Escrow account, or verifying the Escrow items, unless and applying the Funds annually, or analyzing the Escrow account, or holding instruments, or entity including Lender, if Lender is such a 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 instruments, or entity (including Lender, if Lender is such a institution) or verifying the Escrow items, unless and applying the Funds whose deposits are insured by a federal agency.

The Funds shall be held in an institution whose deposits are insured by a federal agency, and expended in the future Escrow items or otherwise 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. Lender accounts under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, U.S.C. § 2601 et seq. (RESPA), unless another law that applies to the Funds sets a lesser amount. Lender maximum amount a lender for a federal law related mortgage loan may require for Borrower's Escrow cellied "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of principal of mortgage insurance premiums. These terms are the provisions of paragraph 8, in item 2, the payment of ground rents on the Property, if any, instrument as a lien on the Property; (b) yearly leasehold payments which may attach prior to this Security instrument; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in item 2, the payment of ground rents on the Property, if any, instrument as a sum ("Funds") for (a), yearly taxes and assessments which may attach prior to this Security instrument due under the Note, until the Note is paid in full, a sum ("Funds") for (a), yearly taxes and assessments which may attach prior to this Security instrument due under the Note, until the Note is paid in full, charges due under the Note.

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

Under Covenants, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-unit form property. This Security instrument to constitute a uniform security instrument covering real covenants with limited variations by jurisdiction to cover property instruments covering real property. Borrower conveys the Property to Lender for record, except for encumbrances of record. Borrower warrants and agrees that the title to the Property agilists all claims and demands, subject to any encumbrances of record. Borrower conveys hereby conveyed and has the right to mortgage, grant and convey the estate hereby conveyed and has the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the appurtenances, and fixtures now or hereafter erected on the property, and all easements, also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,

LN# 5661439

AP# DUNCAN, 5661439

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LN# 5661439

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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FORM 3014 9/90

ISCS/CMDTL/0894/3014(0990)-L PAGE 4 OF 8

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

9. Inspection. Lender or his agent may make reasonable entries upon and inspect any of the property, unless otherwise provided by law.

8. Insurance. Borrower shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If for any reason, the mortgage insurance required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate insurer at the cost to Lender. It substantially equitably insures from the year to year mortgage insurance is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the cost of insurance, which amount is to be in effect. Borrower shall pay to Lender a loss reserve in lieu of mortgage insurance. Loss reserve payable will accrue. Premium paid by Borrower when the insurance coverage lapsed or ceased to be in effect, Lender will retain these payments as a loss reserve in the amount and for the period that they no longer bear between Borrower and Lender or applicable law.

6. Occupancy; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. In provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material, Borrower may cure such a default and restore the Property to Lender's security interest. Lender also has in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with this loan evidenced by the Note, including, but not limited to, representations concerning Lender's rights in the Property (such as a proceeding in bankruptcy, probable, for condemnation, or forfeiture of the Property), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as a proceeding in bankruptcy, probable, for condemnation, or forfeiture of the Property), unless Lender has the right to sue for damages resulting from the breach of the representations or warranties made by Borrower in the Note, including, but not limited to, the amount of damages suffered by Lender as a result of the representations or warranties made by Borrower, and the fee shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probable, for condemnation, or forfeiture of the Property), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as a proceeding in bankruptcy, probable, for condemnation, or forfeiture of the Property), unless Lender has the right to sue for damages resulting from the breach of the representations or warranties made by Borrower in the Note, including, but not limited to, the amount of damages suffered by Lender as a result of the representations or warranties made by Borrower, and the fee shall not merge unless Lender agrees to the merger in writing.

6. Occupancy; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. In provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property to Lender, Lender also has in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with this loan evidenced by the Note, including, but not limited to, representations concerning Lender's rights in the Property (such as a proceeding in bankruptcy, probable, for condemnation, or forfeiture of the Property), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as a proceeding in bankruptcy, probable, for condemnation, or forfeiture of the Property), unless Lender has the right to sue for damages resulting from the breach of the representations or warranties made by Borrower in the Note, including, but not limited to, the amount of damages suffered by Lender as a result of the representations or warranties made by Borrower, and the fee shall not merge unless Lender agrees to the merger in writing.

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LN# 5661439

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

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

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

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
ISC/CMDTL/0894/3014(0990)-L PAGE 6 OF 8

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

21. **Hazards Substances**. Borrower shall also contain any other information required by applicable law. Notice will also contain any other information required by applicable law.

Notice and address of the new Loan Servicer and the address to which payments should be made. The name and change in accordance with paragraph 14 above and applicable law. The notice will state the notice of the change in the Note. If there is a change of the Loan Servicer, Borrower will be given written notice related to a sale of the Note. There also may be one or more changes of the Loan Servicer the Note and this Security instrument. There also may be monthly payments due under the Note in a change entity (known as the "Loan Servicer") that collects monthly payments from the Note result in a change instrument. This Note is also to pay more than the Note (together with this Security instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change instrument.

22. **Sale of Note; Change of Loan Servicer**. The Note or a partial interest in the Note (together with acceleration under paragraph 17).

Borrower's obligation to pay the sums secured by this Security instrument and the obligation under this Security instrument to pay fees, and such action as Lender may include, but not limited to, reasonable attorney fees, and (c) pays all expenses incurred in enforcing this Security instrument, any other covenants or agreements; (c) pays all expenses incurred in accelerating this Security instrument and the Note as if no acceleration had occurred; (d) cures any default due under this Security instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enforcing days (or such other period as applicable law may set aside for reinstatement) before sale of the Property right to have enforcement of this Security instrument disclosed at any time prior to the earlier of: (a)

23. **Borrower's Right to Remittee**. If Borrower meets certain conditions, Borrower shall have the right to further notice or demand on Borrower.

If Lender exercises this 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. 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 the extent of 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 the extent of all sums secured by this Security instrument.

Without further notice or demand on Borrower.

16. **Borrower's Copy**. Borrower shall be given one confirmed copy of the Note and of this Security instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower**. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and the law of the jurisdiction in which the Property is located, in the event that any provision or clause of this law governs the transferability of this Security instrument shall be governed by federal law and the

18. **Governing Law; Severability**. 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 law governs the transferability of this Security instrument and the Note are declared to be severable.

and the provisions of this Security instrument and the Note are declared to be severable.

of this Security instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

AP# DUNCAN, 5661439

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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 exception 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)]

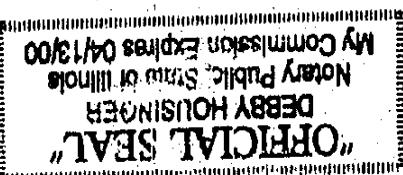
- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider                  |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development 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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FORM 3014 9/90

PAGE 6 OF 8

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT



Address: 1350 E. Touhy, Suite 160 West  
Des Plaines, IL 60018  
This instrument was prepared by: Marilynn Bamblu

77621340

My commission expires:

Given under my hand and official seal, this 19th day of August, 1997,  
delivered the said instrument as their free and voluntary act, for the uses and purposes herein  
set forth.  
Instrument, appeared before me this day in person, and acknowledged that they signed and  
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing  
Instrument, appraised before me this day in person, and acknowledged that they signed and

Jeffrey L. Duncan and Cherry L. Duncan  
of the ~~City of Chicago~~, a Notary Public in and for said County and state do hereby certify that  
County seal: STATE OF ILLINOIS, COOK

[Space Below This Line For Acknowledgment]

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

LN# 5661439

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5661439

## BIWEEKLY PAYMENT RIDER (FIXED RATE)

**THIS BIWEEKLY PAYMENT RIDER** is made this 19th day of August 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., A Corp. of the United States of America (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 905 Walter Ave. Des Plaines, IL 60016

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 interst by making payments every fourteen calendar days (the "biweekly payments"), beginning on October 9, 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 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. \$713.22

##### (C) MANNER OF PAYMENT

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its possession my written authorization and valid check for the account from which my biweekly payments will be deducted.

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BIWEEKLY PAYMENT RIDER PG2

MW1042 12/95

The Note Holder will determine my new payments by calculating an amount sufficient to repay the balance which would be owed under the Note (assuming all payments had been made on 1/1); at the increased rate in substantially equal monthly installments from the effective date of the interest rate increase to the maturity date. As soon as the Note Holder expects to convert payments to monthly due dates, a conversion notice will be sent to me specifying the effective date of the change to monthly due dates; the amounts of the new monthly payments; the new interest rate; the effective date of the interest rate increase; and the date of the final principal payment which fall between the last biweekly payment due date and the effective date of change to monthly due dates. The amounts of these monthly payments will also be set forth in the conversion notice. After conversion, I will pay all sums due, pursuant to the conversion notice, and if I still owe amounts under this Note on the maturity date, I will pay those amounts in full on that date in accordance with Section 4 above.

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

## (C) CONVERSION FROM BIWEEKLY PAYMENTS

(B) DEFALUT

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

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

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

6. (OMITTED)

5. (OMITTED)

4. TERM

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due unless I have paid all amounts owed under this Note.

If I make all my biweekly payments on time and pay all other amounts owed under this Note, I will repay the loan in full on May 21, 2020, which is called the "maturity date". If on the maturity date, I still owe under this Note, I will pay those amounts in full on that date.

I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

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## B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

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

(a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.

(b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one-twenty-sixth".

2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this BiWeekly Payment Rider, the amendments to the Security Instrument contained in Section B 1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this BiWeekly Payment Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

Jeffrey L. Duncan  
Jeffrey L. Duncan

8-19-97  
Date

Cheryl L. Duncan  
Cheryl L. Duncan

8/19/97  
Date

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