

GJT
4219047(3/4)

AFTER RECORDING MAIL TO:

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

AP# HARO, A5571341
LN# 5571341

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 18, 1997. The mortgagor is Arturo Haro, Single/Never Married and Leticia Salazar, Single/Never Married

("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 60634

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

(U.S. \$ 95,000.00). 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 October 1, 2027 . 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:

LOTS 11 AND 12 IN HEGEWISCH FIRST ADDITION TO HEGEWISCH, A SUBDIVISION OF PART OF SECTIONS 31 AND 32, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

26-32-111-035 ,

which has the address of

Illinois 60633
[ZIP CODE]

26-32-111-036 ,

13326 Avenue M
[STREET]Chicago
[CITY]("Property Address");
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

UNOFFICIAL COPY

IS/C/CDTIL//0894/3014(990)-L PAGE 2 OF 8
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
FORM 3014 9/90

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

make up the deficiency. The Funds are pledged as additional security for all sums secured by this Security instrument. unless an agreement is made or applicable law requires interest to be paid. Lender shall be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt to pay Borrower any interest shall be paid on the Funds. Lender shall agree to pay the Funds held by Lender in writing, however, unless a service used by Lender in connection with this loan, unless applicable law provides otherwise. Reporting service used by Lender to pay a one-time charge for an independent real estate tax. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax Lender pays Borrower interest on the Funds and applies it toward principal to make such a charge. Lender shall be held in an institution whose deposits are insured by a federal agency. instrumentality, or entity (including Lender, it and/or its such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, it and/or its such an institution) or in any Federal Home Loan Bank, Lender shall analyze the Escrow items, Lender may not charge Borrower for holding the Funds and applies Borrower interest on the Funds and applies it toward principal unless Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditure of future Escrow items or otherwise in accordance with applicable law. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender U.S.C. § 2601 et seq. ("RESA"), unless another law that applies to the Funds sets a lesser amount. If so, account under the federal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 maximum amount a creditor for a federally related mortgage loan may require for Borrower's escrow called "Escrow item". Lender may, at any time, collect and hold Funds in an amount not to exceed the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These terms are mortgage insurance premiums, if any; and (d) yearly flood insurance premiums, if any; (e) yearly (c) yearly hazard or property insurance premiums; (b) yearly leasehold payments of ground rents on the Property, if any; (f) a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any; Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. BORROWER COVENANTS 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 numerically except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All 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".

LN# 5571341

AP# HARO, A5571341

Page 2 of 3
97700791

AP# HARO,A5571341

LN# 5571341

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.

UNOFFICIAL COPY

IS/C/MDTL//0894/3014(990)-L PAGE 4 OF 8

FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

cause for the inspection. Lender or his agent may make reasonable entries upon and inspectors of the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable expenses.

9. Inspection. Lender or his agent may make reasonable entries upon and inspectors of the property, unless Borrower shall pay the premium for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. Borrower shall pay the premium required to maintain mortgage insurance in effect, to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement provided by an insurer approved by Lender again becomes available and is obtained, Lender required, at the option of Lender, if mortgagage insurance coverage (in the amount and for the periods that these payments as a loss reserve in lieu of mortgage insurance, less reserve payments may no longer be required, each month a sum equal to one-twelfth of the yearly margin) insurance premium being paid by Lender, if substantialy equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender, if the mortgage insurance previously in effect, from an ultimate mortgage insurance approved by Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to equilavalent to the mortgage insurance previously in effect, to obtain coverage substantially ceases to be in effect, Borrower shall pay the premium required to obtain coverage required by Lender if insurance in effect, if, for any reason, the mortgage insurance coverage required by Lender passes or secured by this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If Lender requests to make the loan substantially different from the original request, the date of disbursement at the Note rate and shall be payable, with any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower under this paragraph 7, Lender does not have to do so.

Any amounts secured by this Security instrument, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with secured by this Security instrument, unless Borrower and Lender may take action reasonable attorney fees and entering on the Property to make repairs. Although Lender may take action to protect the value of the Property and Lender's rights in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appertaining in court, paying tortfeasure or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to Lender, that is in the Security instrument, or the bankrupcty, probate, for condemnation or aggregation contained in this Security instrument, or that may significantly affect the covenants and agreements contained in this Security instrument, or that is a legal proceeding that may significantly affect Lender, if Borrower fails to perform the covenants and easements, upon notice from Lender to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and easements contained in this Security instrument, or that is a legal proceeding that may significantly affect Lender, if Borrower fails to perform the covenants and easements to the title shall not merge unless Lender agrees to the merger in writing. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the Borrower's occupancy of the Property as a principal residence, if this Security instrument is on a leasehold, connection with the loan evidenced by the Note, including, but not limited to representations concerning information or statements to Lender (or failed to provide Lender with any material information) in default and the fee title shall not merge unless Lender agrees to the merger in writing. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate material impairment of the lien created by this Security instrument or Lender's security interest. Borrower Lender's good faith determines, precludes forfeiture of the Borrower's interest in the Property or other provided in paragraph 18, by causing the loan to be dismissed with a ruling that, in Security instrument or Lender's security interest, Borrower may cure such a default and release, as judgment could result in forfeiture of the Property or otherwise impair the lien created by this default if any forfeiture action or proceeding civil or criminal, is begun that in Lender's good faith the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall be in circumstances exist which are beyond Borrower's control, Borrower shall not destroy, damage or impair Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances within sixty days after the execution of this Security instrument and shall continue to occupy the residence within sixty days after the execution of this Security instrument, unless Lender applies for 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 Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control, Borrower shall not destroy, damage or impair the Property, all other circumstances notwithstanding.

LN# 5571341

AP# HARO, A5571341

AP# HARO,A5571341

LN# 5571341

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.

UNOFFICIAL COPY

FORM 3014 9/90
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
IS/C/MDTL/0894/3014(0990)-L PAGE 6 OF 8

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

substances if they are contained in a new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
name and address of the new Loan Servicer and the address to which payments should be made. The notice of the change in accordance with paragraph 14 above and applicable law, the notice will state the name of the Note and the Note's Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice in a timely manner. The Note and the Note's Security Instrument shall continue unchanged. Upon result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under this Security instrument may be sold one or more times without prior notice to Borrower. A sale may

19. **Sale of Note; Change of Loan Servicer.** The Note or a part of the Note (together with

acceleration under paragraph 17).
effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of reinstatement by Borrower, this Security instrument apart from obligations secured hereby shall remain fully recoverable to pay the sums secured by this Security instrument shall continue unchanged. Upon reasonable to assure that the lien of this Security instrument, Lender's rights in the Property and including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to enforce this Security instrument, Lender shall incur any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, due under this Security instrument and the Note as if no acceleration had occurred; (b) gives any demand due pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enjoining days (or such other period as practicable law may specify for reinstatement) before sale of the Property right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days after notice of sale contained in this Security instrument delivered or mailed within which Lender shall give Borrower notice of acceleration. The notice shall have the

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to further notice demand on Borrower.
without further notice demand on Borrower.
to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument to provide a period of not less than 30 days from the date the notice is delivered or mailed within which Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument provided a period of not less than 30 days from the date notice is delivered or mailed within which Borrower uses all sums secured by this Security instrument to pay these sums prior to the date of this Security instrument. Lender shall give Borrower notice of acceleration. The notice shall have the

16. **Borrower's Copy.** Borrower shall be given one conforming copy of the Note and of this Security instrument.
and the provisions of this Security instrument and the Note are severable.
of this Security instrument or the Note which can be given effect without the conflicting provision. To this Security instrument or the Note contains with applicable law, such conflict shall not affect other provisions of the instrument in which the Property is located. In the event that any provision or clause of this law of the jurisdiction in which the Property is located, Lender shall be given notice of the Note and of this Security instrument in writing to Borrower or Lender where given as provided in this paragraph.
15. **Governing Law; Severability.** This Security instrument shall be governed by federal law and the shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
other addresses Lender designates by notice to Borrower. Any notice provided for in this Security instrument Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice shall be given by first class mail unless applicable law requires use of another method. The deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be given to the Property Address or any other address Borrower designates by notice to Lender.

14. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be given to the Property Address or any other address Borrower designates by notice to Lender.

AP# HARO, A5571341
LN# 5571341

AP# HARO, A5571341

LN# 5571341

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 type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (specify) | <input checked="" type="checkbox"/> IHDA Rider | |

UNOFFICIAL COPY

FORM 301A 9/90

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

This instrument was prepared by: Lilly Bylen
Address: 12 Salt Creek Lane, Suite 106
Hinsdale, IL 60521

Notary Public

Commissioner of Cook County
Notary Public State of Illinois
KATHLEEN S. ALEX
My commission expires: 11/11/2001

Given under my hand and official seal, this 18th day of September, 1997.

Instrument delivered 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 herein set forth.

X 31D6LE

I, the undersigned,
hereby certify that I am a Notary Public in and for said county and state do
STATE OF Illinois
County: Cook
[Space Below This Line For Acknowledgment]

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL) Leticia Salazar

BORROWER
(SEAL) Affuro Haro

Witnesses:

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

LN# 5571341

AP# HARO, A5571341

97700791 Page 8 of 9

MORTGAGE RIDER**NOTICE TO MORTGAGOR**

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

RIDER TO MORTGAGE BY AND BETWEEN Arturo Haro and Leticia Salazar

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

The Mortgagor is executing simultaneously herewith that certain mortgage, dated September 18, 1997 (the "Security Instrument") to secure a loan (the "Loan") made by LaSalle Bank, F.S.B. in the amount of \$ 95,000.00 to the Mortgagor, evidenced by a note (the "Note") of even date herewith. It is expected that the loan will be purchased by the Illinois Housing Development Authority (the "Authority"). It is a condition of the making of the Loan that the Mortgagor execute this Rider.

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

1. The rights and obligations of the parties to the Security Instrument and the Note are expressly made subject to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Security Instrument and the Note, the provisions of this Rider shall control.
2. Notwithstanding the provisions of Paragraph 6 of the Security Instrument, the Mortgagor agrees that the Lender or the Authority, as applicable, may, at any time and without prior notice, accelerate all payments due under the Security Instrument and Note, and exercise any other remedy allowed by law for breach of the Security Instrument or Note. If (a) the Mortgagor sells, rents or fails to occupy the property described in the Security Instrument as his or her permanent and primary residence; or (b) the statements made by the Mortgagor in the Affidavit of Buyer (Illinois Housing Development Authority Form MP-6A) are not true, complete and correct, or the Mortgagor fails to abide by the agreements contained in the Affidavit of Buyer; or (c) the Lender or the Authority finds any statement contained in that Affidavit to be untrue. The Mortgagor understands that the agreements and statements of fact contained in the Affidavit of Buyer are necessary conditions for the granting of the Loan.
3. The provisions of this Rider shall apply and be effective only at such times as the Authority is the holder of the Security Instrument and the Note, or is in the process of purchasing the Security Instrument and the Note. If the Authority does not purchase the Security Instrument and the Note, or if the Authority sells or otherwise transfers the Security Instrument and the Note to another individual or entity, the provisions of this Rider shall no longer apply or be effective, and this Rider shall be detached from the Security Instrument.

MORTGAGOR

Leticia Haro
Leticia Salazar



Illinois Housing
Development Authority

MP8-RIDER

UNOFFICIAL COPY

Property of Cook County Clerk's Office