

AFTER RECORDING MAIL TO:

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

AP# GABRIE, R5724538  
LN# 5724538

[Space Above This Line For Recording Data] 9**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on September 19, 1997. The mortgagor is Remegius Gabriel and Susan R. Gabriel, Husband and Wife

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

existing under the laws of the United States of America, which is organized and  
4242 N. Harlem Ave., Norridge, IL 60634, and whose address is  
("Lender"). Borrower owes Lender the principal sum of Two Hundred Forty Thousand Dollars and  
no/100 Dollars  
(U.S. \$ 240,000.00). 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, 2012. 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:

SEE ATTACHED LEGAL RIDER

10 35 309 025 V130 ,

which has the address of 6614 N. Harding Ave. , Lincolnwood ,  
[STREET] [CITY]  
Illinois 60659 ("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

# UNOFFICIAL COPY

The Funds shall be held in an institution whose depositors are insured by a federal agency, or entity (including Lender, if Lender is 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 and applying the Funds, annually analyzing the Escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies law permit Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual account to Borrower for the excess Funds in accordance with the requirements of applicable law. 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. The Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve monthly payments.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may at any time Security instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any; (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 B, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12% according to another, unless otherwise set forth in the Note. Lender may require for Borrower's escrow account a amount for a federally related mortgage loan may require for Borrower's escrow account a maximum amount of Funds due on the day monthly payments are due under the Note, unless otherwise set forth in the Note. Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of Funds due on the day monthly payments are due under the Note, unless otherwise set forth in the Note.

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

**UNIFORM CREDIT AGREEMENT**, dated as of [REDACTED], by and between [REDACTED] (the "Borrower") and [REDACTED] (the "Lender").

ROTHOWER GOVERNMENT IS HEREBY ADVISED THAT BORROWER IS UNWILLING TO CONVEY THE ASSETS HEALY OWNED AND THAT THE BORROWER HAS NO TITLE TO MORTGAGE, GRANT AND CONVEY THE PROPERTY AS REQUESTED IN THE DEED OF TRUST. BORROWER WILL DELIVER THE PROPERTY TO THE LENDER AT THE TIME OF RECORDING OF THE DEED OF TRUST. BORROWER AGREES TO MAINTAIN AND DEFEND THE PROPERTY IN A REASONABLE AND CAREFUL MANNER AND TO PAY ALL TAXES, RATES, FEES, EXPENSES AND CHARGES FOR THE PROPERTY AS THEY COME DUE. BORROWER AGREES TO MAINTAIN AND DEFEND THE PROPERTY IN A REASONABLE AND CAREFUL MANNER AND TO PAY ALL TAXES, RATES, FEES, EXPENSES AND CHARGES FOR THE PROPERTY AS THEY COME DUE.

**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 "Properties".

LN# 5724538

AF# GABRIE, R5724538

# UNOFFICIAL COPY

AP# GABRIE, R5724538

LN# 5724538

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, 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

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 specifically reasonable cause for the inspection.

8. 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 coverage 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, at a cost substantially equivalent to the cost of the mortgage insurance previously in effect, from an alternative insurance company approved by Lender. If the mortgage insurance coverage is not available to Lender, Borrower shall pay to Lender, it substantially equivalent mortgage insurance coverage is not available. Borrower will pay to Lender such amount as is equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserves payable may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, until the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, shall pay the premium required to maintain mortgage insurance in accordance with any written agreement between Borrower and Lender or applicable law.

Ally amounts disbursed by Lender under this paragraph 7 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 at the Note rate and shall be payable in monthly installments, upon notice from Lender to Borrower requesting payment.

7. **Projecton of Lennder'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 the value of the Property or to enforce laws or regulations), then Lennder may do and pay for condemnation or forfeiture or to enter into a leasehold interest in the Property, provided, however, that Lennder's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations) shall not entitle Lennder to make repairs, alterations, or improvements to the Property or to collect attorney's fees and attorney's expenses incurred by Lennder in connection with such proceedings, unless otherwise provided by law.

AP# GABRIEL, R5724538  
LN# 5724538

# UNOFFICIAL COPY

AP# GABRIE, R5724538

LN# 5724538

**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**

18. Borrower's Right to Remedy. If Lessor's power meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued 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 enjoining this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Note as if no acceleration had occurred; (b) cures any defect or omission in any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon acceleration, this Security Instrument and the obligations secured hereby shall remain fully enforceable as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully enforceable as if nothing had been done to reinstate it.

17. **Trustee's interest in Property or a Beneficial Interest in Borrower.** It shall occur upon the opening of any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, require Lender to exercise its right to accelerate payment in full of all sums secured by federal law as of the date of this Security Instrument, and 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 remedy any instrument permitted by this Security Instrument to the further notice or demand on Borrower.

15. **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 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 except to the extent necessary to make it conform to such law. In the event that any provision of this Note is held invalid or unenforceable, the parties shall negotiate in good faith to replace such provision with a valid and enforceable provision that achieves the same purpose as the original provision.

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

# UNOFFICIAL COPY

AP# GABRIE, R5724538

LN# 5724538

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 checked="" type="checkbox"/> Other(s) [specify] legal<br>rider | <input type="checkbox"/> IHDA Rider                     |   |

# UNOFFICIAL COPY

FORM 3014 9/90

PAGE 8 OF 8

IS/C/CMDFL//0894/3014(0990)-L  
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

This instrument was prepared by: Dolores Iwanski  
Address: 12 Salt Creek Lane Suite 110  
Hinsdale, IL 60521

Notary Public

My commission expires:

Given under my hand and official seal, this - 23rd day of September, 1997.

In witness whereof, 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.  
Persons known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument were, and are, to me, Remegius Gabriele and Susan R. Gabriele

Counties: \_\_\_\_\_  
I, the undersigned  
hereby certify that \_\_\_\_\_, a Notary Public in and for said county and state do  
remainder of the instrument.

STATE OF ILLINOIS , COOK \_\_\_\_\_-[Space Below This Line For Acknowledgment]-

BORROWER  
(SEAL)

BORROWER  
(SEAL)

BORROWER  
(SEAL)

Susan R. Gabriele  
Remegius Gabriele  
Borrower  
(SEAL)

Remegius Gabriele  
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# 5724538

AP# GABRIE, R5724538

# UNOFFICIAL COPY

LOT 15 (EXCEPT THE SOUTH 15 FEET THEREOF), LOT 16 AND THE  
SOUTH 20 FEET OF LOT 17 IN BLOCK 20 IN LINCOLN AVENUE  
GARDENS, A SUBDIVISION OF PART OF THE NORTH HALF OF THE  
SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT  
THEREOF RECORDED FEBRUARY 11, 1927 AS DOCUMENT NUMBER  
9548461, IN COOK COUNTY, ILLINOIS.

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office