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97087834

AFTER RECORDING MAIL TO:

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

DEPT-01 RECORDING \$39.00
T40012 TRAN 3965 02/06/97 12:11:00
49808 \$ CG # -97-087834
COOK COUNTY RECORDER

AP# REYES, 5122724
LN# 5122724

[Space Above This Line For Recording Date]

MORTGAGE

3900
SA

THIS MORTGAGE ("Security Instrument") is given on January 24, 1997. The mortgagor is Benjamin Reyes and Silma Reyes, 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 Three Hundred Fifty Two Thousand
Dollars and no/100 Dollars and no/100 (U.S. \$ 352,000.00). 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 February 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:

LOT 8 IN BLOCK 9 IN EDGEBROOK ESTATES BEING A SUBDIVISION IN FRACTIONAL
SECTION 33 AND PART OF LOTS 46 AND 53 IN OGDEN AND JONES' SUBDIVISION OF
BRONSON'S PART OF CALDWELL RESERVE IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

10-33-119-008-0000 ,

which has the address of

6821 N. Algonquin Ave.
[STREET]

Chicago
[CITY]

Illinois 60646 (Property Address):
[ZIP CODE]

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
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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 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. Borrower shall make up the deficiency in no more than twelve monthly payments.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall pay Borrower any interest or earnings on the Funds, unless application of this Secuity instrument. The Funds are pledged as additional security for all sums secured by this Secuity instrument. The Funds, showing credits and debts to the Funds and the purpose for which each debt to accounting of the Funds, Lender shall give to Borrower, without charge, an annual statement shall be paid on the Funds, Lender may pay Borrower and Lender may pay Lender, however, pay Borrower any interest or earnings on the Funds, unless application of this Secuity instrument. The Funds, showing service used by Lender in connection with this loan, unless application of this Secuity instrument, Lender may require Borrower to pay a one-time charge; or, independent real estate tax Lender pays Borrower interest on the Funds and application of such a charge. Lender to make such a charge, and applying the Funds, annually paying the Escrow items, unless Bank Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower; or holding instrumentality, or entity (including lenders, 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.

The Funds shall be held in an institution whose depositors are insured by a federal agency, expenditures of future Escrow items in accordance with applicable law. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount if so, unless another who holds Funds to the Funds sets a lesser amount if so, maximum amount under the federal Residential Security Program Act of 1974 as amended from time to time, 12 months under the federal Residential Security Program Act of 1974 as amended from time to time, 12 months under the federal Residential Security Program Act of 1974 as amended from time to time, 12 months under a lender for a federal, related mortgage loan may require for Borrower's escrow called Escrow items. Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are the property hazard or property insurance premiums; (a); and (b) any sums payable by Borrower to Lender, in accordance with mortgage insurance premiums; (c) yearly flood insurance premiums, if any; (d) yearly hazard insurance as a lien on the Property; (e) yearly taxes and assessments which may attain priority over this Secuity full, a sum ("Funds") for (e) yearly taxes and assessments which may attain priority over this Secuity 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 (e) yearly taxes and assessments which may attain priority over this Secuity 2. Funds for Taxes and Insurance. Subject to application waiver by Lender,

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

4. UNIFORM COVENANTS 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 title to the Property against all 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, all replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as "Property".

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

8. Mortgagage insurance. If Lender requires mortgagage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to maintain the mortgagage insurance in effect. If, for any reason, the mortgagage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage subsequently or otherwise to the mortgagage previously in effect, at a cost substantially equal to the cost to Borrower of the mortgagage insurance previously in effect, from an ultimate mortgagee holding paid by Lender. If subsequently Lender shall pay to the mortgagage insurance company the amount paid by Lender for each month a sum equal to one-twelfth of the yearly mortgagage coverage is not paid, Borrower shall pay to Lender the insurance coverage in effect, from an ultimate mortgagee holding paid by Lender when the insurance coverage ceases to be in effect. Lender will accept use and retain these payments as a loss reserve in lieu of mortgagage insurance. Loss reserve payable up to the option of Lender, if mortgagage insurance becomes available, and is obtained by Lender (unless Borrower shall pay the amount so reserved to Lender) or if Lender shall provide for the payment of such amounts to Lender by Borrower, until the replacement coverage becomes available.

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 against Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying reasonable attorney's fees and attorney's costs incurred by a lien which has priority over this Security Instrument appearing in court, paying sums secured by a lien which has priority over this Security Instrument to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any 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 until the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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

If the Property is abandoned by Borrower, or 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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20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposition, 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 that are not otherwise prohibited by this Agreement.

18. Sale of Note: Changes of Note; Partial interests in the Note (together with this Security instrument) may be sold one or more times without prior notice to the Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the "Loan Servicer" and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have reinstatement of this Security interest in the account receivable at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment entitling this Security instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) cures any default of any other creditors of agreeements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security interest shall continue unchallenged.

19. Borrower's obligation to pay the sums secured by this Security interest shall remain fully reinstatement by Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

1. The owner 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) without Lender's prior written consent, Lender may, at its option, require 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.
2. 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 without further notice or demand on Borrower.

8. Borrower's Copy. Borrower shall be given one conformal copy of the Note and of this Security

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 which can be given effect without the conflicting provision. To the extent that any provision of this Note is held invalid or unenforceable, the remaining provisions of this Note shall remain in full force and effect.

14. Notices. Any notice to Bottower 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 directed to the Proprietary Address of any other address Bottower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender may give notice to Bottower. Any notice provided for in this Security instrument shall be deemed to have been given to Bottower or Lender when given as provided in this paragraph.

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|--|---|---|--|---|---|--|---|
| <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"/> Rate Improvement Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Other(s) [Specify] |
| <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> HDA Rider | <input type="checkbox"/> HDA Rider | <input type="checkbox"/> |

2.4. Rides to this Security Instrument if one or more riders are executed by Boatowner and recorded together with this Security Instrument, the coveralls and agreements in each such rider shall be incorporated into and shall amend and supplement the coveralls and agreements of this Security instrument as if the rider(s) were a part of this Security Instrument [Check applicable box(es)]

22. Silver of Homestead. Biotower waves at right of homestead. Elevation in the Property.

22. Heliets. 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.

NON-UNIFORM COVENANTS. BOTTOWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any action by any government or regulatory agency or private party in accordance with Environmental Laws.

Substances that are generally recognized to be appropriate to normal residential uses and to maintenance

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AP# REYES, 5122724

EN# 5122724

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

Witnesses:

Benjamin Reyes

Benjamin Reyes (SEAL)
BORROWER

Silma Reyes by Srgt. Reyes (SEAL)
Silma Reyes -BORROWER

as attorney in fact (SEAL)
-BORROWER

(SEAL)

(SEAL)

(SEAL)

(SEAL)

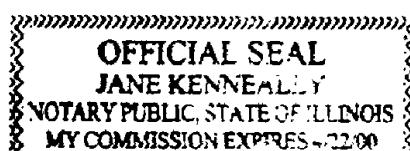
[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS , COOK County ss:
I, THE UNDERSIGNED , a Notary Public in and for said county and state do hereby certify that
Benjamin Reyes and Silma Reyes
[Signature]

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

Given under my hand and official seal, this 24th day of January, 1936.

My commission expires:



- a
Notary Public

This instrument was prepared by: Jane Shea

Address: 1350 E. Touhy, Suite 280 West
Des Plaines, IL 60018

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State of Illinois

County of Cook

I, the undersigned, a notary of public in and for said county and state aforesaid, do hereby certify that
REINHOLD REYES, who is personally known to me to be the same person who executed the within instrument as the Attorney in Fact of SILENA REYES, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument, as the attorney in fact, as the free and voluntary act of himself and of said SILENA REYES.

Given under my hand and notarial seal, this 24th day of January, 1997.

My commission expires:



Jane Kenneally
Notary Public

43828026

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Property of Cook County Clerk's Office

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IN PARCEL IN EDGEWATER SUBDIVISION BEING A SUBDIVISION IN FRACTIONAL SECTION
AND PART OF LOTS 40 AND 41 IN ALVIN AND JAMES' SUBDIVISION OF BRONSON'S PART
OF CALDWELL RESERVE IN TOWNHILL 41 AND 41 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

57067834

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