

UNOFFICIAL COPY

97093192

AFTER RECORDING MAIL TO:

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

DEPT-01 RECORDING \$35.50
T#2222 TRAN 2711 02/07/97 16:36:00
#8260 * KB ** 97-093192
COOK COUNTY RECORDER

AP# WORKER,D5122708
LN# 5122708
F3950

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 28, 1997. The mortgagor is Danny L. Worker and Karen A. Worker, 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 Eighteen Thousand
Dollars and no/100 Dollars
(U.S. \$ 318,000.00). 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 March 1, 2017. 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 25 IN SPRING CREEK ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER
OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 12, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

97093192

27-18-204-007 ,

, which has the address of

15233 S. Poplar Creek Court
[STREET]

Orland Park
[CITY]

Illinois 60462 [ZIP CODE]

(Property Address):

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

FORM 3014 9/90

35-50
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If the funds held by Lentner exceeded the amounts permitted to be held by application of law, Lentner shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve months.

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) property taxes and assessments which may attain priority over the Security interest as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property; (c) yearly hazard or property taxes or insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender; (g) any sums payable by Lender, in any time, to a receiver for a deficiency judgment or otherwise; (h) any amounts collected and held Funds in an amount not to exceed the maximum amount a Lender may render for a deficiency judgment or otherwise; (i) any amounts collected and held Funds in an amount not to exceed the maximum amount a Lender may render for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time; 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise law permits otherwise with applicable law; and (j) any other amounts or charges or otherwise expenses of title Escrow firms or otherwise in accord with applicable law.

pay when due the sum principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

WHO IS SEEING OUR CHILDREN REQUEST OUR SERVICES? SINCE NO ONE

SECONDPOWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except 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.

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and advantages 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

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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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Property: Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

3. 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 ceases to be in effect, Borrower shall pay the premiums required by lender up to the date of cessation to be in effect. Borrower shall pay the premium, required to maintain the mortgage insurance in effect. For any reason, the mortgage insurance coverage required by lender ceases to be in effect, Borrower shall pay the premium, previously paid by lender, to the cost subsequently incurred to be in effect, from an otherwise non-chargeable insurance premium previously paid by lender or otherwise previously in effect, if a cost subsequently incurred to be in effect, is a cost substantially greater than the cost of insurance coverage previously paid by lender.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by the Security Instrument unless Borrower and Lender agree to other terms of payment, which amounts shall bear interest from the date of disbursement at the Notes rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Procurement of Land** – Parties in the Property. If Borrower fails to perform the conditions and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect lander's rights in the Property, such as a proceeding in bankruptcy, probate, for condemnation or foreclosure or to enforce laws of recordation, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Such expenses shall be paid by Lender under the paragraph 7. Lender does not have to do so.

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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 or 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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22. Hazardous Substances. Bottawer shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Bottawer 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 do not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances.

18. Sale of Notes. Changes of Loan Servicer. The Note or a partial interest in the Note (together with the Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and the Security Instrument. There also may be one or more changes of the "Loan Servicer" up to a total of two or three of the Note. If there is a change of the "Loan Servicer" and the Note and address of the new loan servicer and the address to which payments should be made. The notes will also contain any other information required by applicable law.

11. Security's Right to Retain. If Security meets certain conditions, Botowner shall have the right to have enforcement of the Security instrument or security agreement prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for nonresidential) before sale of the Property pursuant to any power of sale contained in the Security instrument or (b) entry of a judgment attorney under the Security instrument. These conditions are that Botowner: (1) pays Lender all sums which the Lender would be entitled to receive under the Note as if no Secured Note had occurred; (2) cures any default of the Security instrument; (3) pays all expenses incurred in enforcing the Security instrument or agreements; (4) pays all other conveyances or assignments; (5) pays all expenses incurred in enforcing the Security instrument and the Note as if no Secured Note had occurred; and the Note is if no Secured Note had occurred.

Lender exercises his option to demand payment of the note less than 30 days from the date the notice of acceleration is given. Lender may sue for the amount due and interest thereon, and for attorney's fees and costs.

17. The transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require payment in full of the sum secured by this Security Instrument. However, this option shall not be exercised prior to the date of the death of the debtor or his Secutory instrument.

16. **Backup's Copy.** Borrower shall be given one confirmed copy of the Notes and of this Security Instrument.

18. Governing Law; Submission. This Secondary 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 Secondary Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Secondary Instrument and the Note shall be deemed to be severable.

44. Notices. Any notices to Counterparty provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless otherwise applicable law requires use of another method. The notices shall be directed to the Proprietary Address of any other addressee Counterparty designees. Any notices to Lenders, Any notices to Leander shall be given by first class mail to Leander's address stated herein or any other addressee Leander designates by notice to Counterparty. Any notices provided for in this Security Instrument shall be deemed to have been given to Counterparty or Leander when given as provided in this paragraph.

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

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

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

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

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

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

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

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

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

 | <input type="checkbox"/> IHDA Rider | |

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FORM 3014-9/95

ILLINOIS-SINGLE FAMILY-FINMA/FHLMC UNIFORM INSTRUMENT
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NOTARY PUBLIC
KIMBERLY A. KUCALA
CHICAGO, IL 60614
My Commission Expires 7/24/99

Address: 1350 E. Touhy, Suite 280 West
Des Plaines, IL 60018
Notary Public State of Illinois
Jane Shea

Kimberly A. Kucala
Notary Public

My commission expires 7-24-99

Given under my hand and official seal, this 28th day of January, 1995

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

I, the undersigned, a Notary Public in and for said County and State do hereby certify that Danny L. Worker and Karen A. Worker County see

STATE OF ILLINOIS

[Space Below This Line For Acknowledgment]

BORROWER
(SEAL)

UN # 5122708

AP# WORKER, D5122708

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this Security Instrument and in any under(s) executed by Borrower and recorded with the Recorder.

6/06/03 192