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97310660

AFTER RECORDING MAIL TO:

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

AP# GREENE, M5117097
LN# 5117097

DEPT-01 RECORDING \$45.50
T#0009 TRAN 8351 05/02/97 14:31:00
\$1525 + SK # -27-310660
COOK COUNTY RECORDER

[Space Above This Line For Recording Data] 4550

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 1, 1997. The mortgagor is Michael Greene and Kellie Greene, His Wife

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the United States of America, which is organized and existing under the laws of the United States of America, and whose address is 4242 N. Harlem Ave., Norridge, IL 60624 ("Lender"). Borrower owes Lender the principal sum of One Hundred Fifty Two Thousand Six Hundred Eighty Five Dollars and no/100 Dollars (U.S. \$ 152,685.00). 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 June 1, 2007. 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 DESCRIPTION

R DEPT-01 RECORDING \$45.50
T#0009 TRAN 8351 05/02/97 14:32:00
\$1525 + SK # -27-310660
COOK COUNTY RECORDER

14-31-319-027 ,

which has the address of 2300 W. Wabansia #336 & P-1Q5
[STREET]
Illinois 60647 ("Property Address");
[ZIP CODE]

Chicago
[CITY]

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such), 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 amortizing the Escrow items, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies to make such a charge. However, Lender may require Borrower to pay a one-time charge for holding and applying the Escrow items, or verifying the Escrow items, unless Borrower agrees to pay real estate tax unless an agreement is made or applicable law requires Lender to be paid, under which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

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 months at Lender's sole discretion.

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 attach prior to this Secuity; (b) yearly hazard or property insurance premiums; (c) yearly leasedhold payments or ground rents on the Property, if any; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgagel insurance premiums. These items are called "Escrow items". Lender, at any time, collects and holds Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require 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 another law applies to the Funds sets a lesser amount. If no other may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenses of future Escrow items or otherwise in accordance with applicable law.

1. 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.

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 Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claimants and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, all additions and appurtenances, and fixtures now or hereafter a part of the property. All replacements shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "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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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 specifying 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. Lender will accept use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender reserves) provided by an insurer approved by Lender again becomes available and is obtained, Lender shall pay the premium for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure of real estate laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and rights in the Property. Lender's actions may include paying any sums secured by a lien which has correctly over this Security instrument, appraising under this Paragraph 7, Lender need not have to do so.

Borrower shall comply with all the provisions of the Note. If this Security instrument is on a leasehold, Borrower's documents of the Property as a principal residence, if Borrower acquires fee title to the Property, the connection with the loan evidenced by the Note, including, but not limited to, representations concerning information contained in Paragraph (or failed to provide Lender with any material information) in leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

If Borrower fails to provide Lender with any material information or Lender's security interest in the leasehold instrument of the Note, Lender's security interest in the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower's documents of the Property as a principal residence, if Borrower acquires fee title to the Property, the connection with the loan evidenced by the Note, including, but not limited to, representations concerning information contained in Paragraph (or failed to provide Lender with any material information) in leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

8. Occupancy, Preservation, Maintenance, and Protection of the Property. Borrower's principal residence within sixty days after the execution of this Security instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless otherwise agreed in Paragraph 1B, by causing the principal residence to be demolished with a ruling that, in Borrower's opinion, it cannot be repaired or otherwise repaired, whether civil or criminal, is begun that in the Borrower's opinion, could result in forfeiture of the Property or otherwise materially impair the Property or other damage to the property or other interests of Lender.

If any default occurs in Paragraph 1B, by causing the principal residence to be demolished with a ruling that, in the Borrower's opinion, it cannot be repaired or otherwise repaired, whether civil or criminal, is begun that in the Borrower's opinion, could result in forfeiture of the Property or otherwise materially impair the Property or other damage to the property or other interests of Lender, Lender may proceed to determine, or commit waste on the Property. Borrower shall be in the property, allowing the Borrower's control. Borrower shall not destroy, damage or impair circumstances exist which are beyond Borrower's control. Borrower shall not demolish or otherwise damage or impair the property, allowing the Borrower's control.

Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender agrees in writing, which consent shall not be unreasonably withheld, or unless otherwise agreed in Paragraph 1B, by causing the principal residence to be demolished with a ruling that, in the Borrower's opinion, it cannot be repaired or otherwise repaired, whether civil or criminal, is begun that in the Borrower's opinion, could result in forfeiture of the Property or otherwise materially impair the Property or other damage to the property or other interests of Lender, Lender may proceed to determine, or commit waste on the Property. Borrower shall be in the property, allowing the Borrower's control.

Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender agrees in writing, which consent shall not be unreasonably withheld, or unless otherwise agreed in Paragraph 1B, by causing the principal residence to be demolished with a ruling that, in the Borrower's opinion, it cannot be repaired or otherwise repaired, whether civil or criminal, is begun that in the Borrower's opinion, could result in forfeiture of the Property or otherwise materially impair the Property or other damage to the property or other interests of Lender, Lender may proceed to determine, or commit waste on the Property. Borrower shall be in the property, allowing the Borrower's control.

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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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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

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 to do, which may affect the Property that is in violation of any Environmental Law.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change (known as the "Loan Servicer") that collects monthly payments due under this Security instrument under circumstances similar to those set forth in the Note.

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 and address of the Note, if there is a change of the Loan Servicer, Borrower will be given written notice related to a sale of the Note to another person or entity. There also may be one or more changes of the Security instrument. The Note and this Security instrument will be given written notice in a change in the Note 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 Security instrument resulting from a sale of the Note to another person or entity.

18. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions prior to the earlier of (a) 5 days (or such other period of time as specified for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enforcing 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 covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney's 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 Security instrument, are not impaired, but not later than the date of acceleration. (e) pays Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (f) cures any default of any other covenants or agreements; (g) pays all expenses incurred in enforcing this Security instrument, including, but not later than the date of acceleration. (h) takes such action as Lender may reasonably require to assure that the lien of this Security instrument, Lender's rights in the Security instrument, are not impaired, but not later than the date of acceleration.

Borrower must pay all sums accrued by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument to the Borrower.

Without further notice or demand on Borrower,

17. **Titleholder's Interest or a Beneficial Interest in Borrower.** If all or any part of the Property is sold or transferred, Lender shall give Borrower notice of acceleration. The note shall be exercised by Lender if Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment; if all sums secured by this Security instrument is delivered or mailed within which Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and any interest in which the jurisdiction 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, in the event that any provision or clause of this law provides for a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower is sold or transferred, Lender shall give Borrower notice of acceleration. The note shall be exercised by Lender if Borrower fails to pay all sums accrued by this Security instrument, Lender's rights in the Security instrument, are not impaired, but not later than the date of acceleration.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The note shall be exercised by Lender if Borrower fails to pay all sums accrued by this Security instrument, Lender's rights in the Security instrument, are not impaired, but not later than the date of acceleration.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The note shall be exercised by Lender if Borrower fails to pay all sums accrued by this Security instrument, Lender's rights in the Security instrument, are not impaired, but not later than the date of acceleration.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The note shall be exercised by Lender if Borrower fails to pay all sums accrued by this Security instrument, Lender's rights in the Security instrument, are not impaired, but not later than the date of acceleration.

16. **Governing Law; Severability.** This Security instrument shall be governed by federal law and the instrument. Any notice to Borrower shall be given one month prior to the Note and of this Security 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, in the event that any provision or clause of this law provides for a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower is sold or transferred, Lender shall give Borrower notice of acceleration.

Borrower shall be deemed to have been given to Borrower at Lender when given as provided in this paragraph.

Other addresses Lender designates by notice to Borrower. Any notice provided for in this Security instrument or any notice given by first class mail to Lender's address stated herein or any Lender. Any notice to Lender shall be given by first class mail to Lender's address given as provided in this paragraph.

Notice shall be directed to the Property Address unless applicable law requires use of another method. The delivery method to or by mailing by first class mail to Lender shall be given by first class mail to Lender.

Notice to Lender shall be given by first class mail to Lender's address given as provided in this paragraph.

Delivery of the instrument in which the Property is located, in the event that any provision or clause of this law provides for a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower is sold or transferred, Lender shall give Borrower notice of acceleration.

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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 checked="" 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 checked="" 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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This instrument was prepared by Notary Public Nancy R. Swims
Notary Public, State of Illinois
Address: 1350 E. Touhy, Suite 280 West
Des Plaines, IL 60018
My Commission Expires 7/10/2000

"OFFICIAL SEAL" Notary Public
NANCY R. SWIMS

My commission expires:

Given under my hand and official seal, this 1st day of May, 1991
set forth.

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 personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing

Michael Greene and Kentie Greene, affix
a Notary Public in and for said county and state do hereby certify that

STATE OF Illinois
Cook County Clerk's Office

[Space Below This Line For Acknowledgment]

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

Witnesses:
through & of this Security instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in pages 1

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LEGAL DESCRIPTION

UNITS 336 AND P-105, IN THE CLOCK TOWER LOFTS CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 34 TO 47, BOTH INCLUSIVE IN ISHAMS RESUBDIVISION OF PARTS OF BLOCKS 3, 4, AND 5 OF ISHAMS SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWEST OF MILWAUKEE AVENUE, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 96656883 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

"MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM.

"THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN."

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AP# GREENE,M5117097

LN# 5117097

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 1st day of May, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to LaSalle Bank, F.S.B., A Corp. of the United States of America (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2300 W. Wabansia #336 & P-105, Chicago, IL 60647
(PROPERTY ADDRESS)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of June 1, 2027, and with an Interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal,

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MULTISTATE BALLOON RIDER-SINGLE FAMILY-FNMA UNIFORM INSTRUMENT
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IS/C/CRID**//0494/3180(1289)-L PAGE 2 OF 2

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
Kelli Anne Greene
(SEAL)

-BORROWER
Kelli Anne Greene
(SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Balloon Note Rider.

and 2 of this Balloon Note Rider.

New Note Holder will calculate the new monthly payment based upon the new principal amount and interest rate effective at the maturity date. New Note Holder will charge a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

any documents required to complete the required refinancing. Understand the Note Holder will charge New Note Rate), new monthly payment amount and a date, time and place at which must appear to sign property lien status. Before the maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate). Note Holder will acceptable proof of my required ownership, occupancy and calendar days; provide the Note Holder and as calculated in Section 3 above. Will then have 30 day notice period by the Note Holder and effect on the date and time of Note Holder will calculate the fixed New Note Rate based upon the Note Holder no later than 45 calendar days prior to the maturity Date. The Note Holder will calculate the conditional Refinancing Option by notifying the Note Holder by mail or fax or telephone. Note Holder will receive a copy of the Note Holder will exercise the Conditional Refinancing Option, if I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option, if I meet the conditions of Section 2 above, I may together with the name, title and address of the Note Holder representing the Note Holder that I must notify in conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the Note Holder representing the Note Holder that I must notify in conditions in Section 2 above are met. The Note Holder will advise the Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the Note Holder also will advise me that I am expected to owe on the maturity Date.

The Note Holder will notify me at least 60 calendar days in advance of the maturity Date of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the maturity Date.

The Note Holder will advise me at least 60 calendar days in advance of the maturity Date and advise me plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security instrument on the maturity Date (assuming my monthly payments then are due current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

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LN# 5117097

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 1st day of May, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to LaSalle Bank, F.S.B., A Corp. of the United States of America (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2300 W. Wabansia #336 & P-105, Chicago, IL 60647
(PROPERTY ADDRESS)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
THE CLOCK TOWER LOFTS CONDOMINIUM

(NAME OF CONDOMINIUM PROJECT)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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MULTISTATE CONDOMINIUM RIDER-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
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-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Condominium Rider.

F. Remedies. If Borrower does not pay Condominium dues and assessments when due, then Lender may sue Lender to recover amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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 interest, upon notice from Lender to Borrower requesting payment.

(i) Any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(ii) termination of professional management and assumption of self-management of the Owners Association; or

(iii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender.

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(v) any amendment or termination of subordination by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(vi) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

written consent, either partition or subdivision the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

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