

UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

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

AP# MERAZ, J5402654
LN# 5402654

973633343

• DEPT-01 FEL-100163 \$49.50
• 750000 36A1 2006 P-712-97 15:29:05
• 471214 C J *-97-333343
• 2006 COUNTY FEE-100163

- [Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 27, 1996 . The mortgagor is Jose Heraz and Margie Heraz, 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
4242 N. Harlem Ave., Norridge, IL 60634

(Lender). Borrower owes Lender the principal sum of One Hundred Seventy Two Thousand Dollars and no/100 Dollars (U.S. \$ 172,000.00). 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 June 6, 2019. 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 27 AND THE WEST 1/2 OF LOT 28 IN BLOCK 5 IN BELMONT GARDENS BEING
A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP
40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING
TO THE PLAT THEREOF RECORDED JUNE 18, 1913 AS DOCUMENT #5209764, IN COOK
COUNTY, ILLINOIS.

13-27-222-023

which has the address of

**4136-38 W. George St.
[STREET]**

Chicago
[CTV]

60641
[ZIP CODE]

(Property Address):

**ILLINOIS-SINGLE FAMILY-FRIMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL/10893/3014(0990)-L PAGE 1 OF 8**

FORM 3014 9/90

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If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall accrue interest 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, or longer if necessary.

The Funds shall be held in an institution whose checks are issued by a federal agency, trust company, or entity (including lender, if lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, Escrow items, Lender may not charge Borrower for holding the escrow account, and Lender pays Borrower interest on the Funds and applicable law permits, Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless such a loan provides otherwise. Lender is liable for all attorney fees and costs of collection, including reasonable attorney fees, incurred by Lender in collecting any amount due under this Agreement. Lender shall be liable for all attorney fees and costs of collection, including reasonable attorney fees, incurred by Lender in collecting any amount due under this Agreement. Lender shall be liable for all attorney fees and costs of collection, including reasonable attorney fees, incurred by Lender in collecting any amount due under this Agreement. Lender shall be liable for all attorney fees and costs of collection, including reasonable attorney fees, incurred by Lender in collecting any amount due under this Agreement.

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) early taxes and assessments which may then then be levied by Security for the benefit of Lender; (b) early leasehold payments or ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) annual property damage insurance premiums; (g) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally chartered mortgage loan may require for Borrower's escrow account under the federal Residential Escrow Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless applies to the Funds less a lesser amount if so, 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 Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of

1. **Policy** - *Policy on the principles and processes, preparation and issues changes. Document shall prominently carry where due the specific and interest on the debt evidenced by the Note and any prepayment and late charges due under it.*

ONLINE COVERAGE. BROWSE AND LEARN MORE AT [SCHOLASTIC.COM/AFREEATMOSPHERE](http://www.scholastic.com/afreeatmosphere).

THIS SECURITY IS NOT A DEPOSIT AND IS NOT INSURED BY THE FDIC OR ANY OTHER GOVERNMENT AGENCY. It is a security issued by a non-bank entity and is not a bank deposit or obligation. It is not insured by the FDIC or any other government agency. It is not a bank deposit or obligation. It is not insured by the FDIC or any other government agency.

RUDOLPH COVENANT is the founder of the **newly established** **estate** **newly** **conveyed** **and** **has** **the** **right** **to** **convey**, **grant** **and** **convey** **the** **Property**, **and** **that** **the** **Property** **is** **transferred**, **exempt** **for** **any** **encumbrances** **or** **defects** **in** **title** **to** **the** **Property** **against** **all** **claims** **and** **demands**, **subject** **to** **any** **encumbrances** **of** **record**.

USE OF THE WITHIN All the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as "the Property".

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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 coverages" 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.

8. Mortgage insurance. If lender requires this 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, for any reason, the mortgage insurance coverage required by lender to protect the lender's interest in the property until the premium paid by the lender 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 / shall become additional debt of Borrower secured by the Security Instrument unless Bonner and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement until all 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, creditor is a legal proceeding in bankruptcy, probate, or condemnation of Lender's rights in the Property (which is a proceeding in bankruptcy, probate, or condemnation of the property or to enforce laws of attachment), then Lender may do and pay for whatever is necessary to protect the title of the Property. Lender may do and pay for whatever is necessary to protect the title of the Property over and under the rights in the Property over the Security Instrument, paying attorney's fees and expenses of suit, and attorney's fees and expenses of collection, including reasonable attorney's fees and expenses of defending or settling suits brought against Lender under this paragraph. Lender does not have a right to sue.

6. **Occupancy, Protection, Maintenance and Preservation of the Property.** Borrower's loan advances within sixty days after the execution of this Security instrument and shall continue to occupy the property as Borrower's principal residence for at least one year after the date of occupancy, unless lender approves otherwise; nevertheless, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument and shall continue to occupy the property as Borrower's principal residence for at least one year after the date of occupancy, unless lender approves otherwise; however, if Borrower's principal residence is located outside the state of occupancy, unless lender approves otherwise, Borrower shall occupy, establish, and use the Property as Borrower's principal residence for at least one year after the date of occupancy, unless lender approves otherwise; nevertheless, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument or until such time as Borrower's principal residence is no longer located outside the state of occupancy, unless lender approves otherwise; nevertheless, if Borrower acquires real title to the Property, the Borrower shall comply with all the provisions of the lease. If Borrower acquires real title to the Property, the Borrower shall comply with all the provisions of the lease.

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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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22. 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.

13. Sale of Note: Changes of a partial nature in a Note (together with Security instrument) may be sold one or more times without prior notice to Gwinnett. A sale may result in a change in the entity (amongst 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" and the Note if there is a change of the "Loan Servicer". The note will be made. The same and address of the new Loan Servicer and the address to which payments should be made. The notice of the change in association with Paragraph 14 above and applicable law. The notice will state the same will also contain any other information required by applicable law.

18. Bontomos's right to Resale. If the owner meets certain conditions, Bontomos's right to have the right to have the instrument of this Security instrument discounted at any time prior to the earlier of: (a) 5 days (or such other period as applicable law, specifically for instruments) before sale of the Property purposed to any power of sale contained in this Security instrument; or (b) entry of a judgment entitling the Secured party to any power of sale contained in this Security instrument. (a) pays Lentor all sums which then would be due under this Security instrument and the Note as if no action had occurred; (b) causes any default of any other covariant or agreement; (c) pays all expenses incurred in exercising this Security instrument, or (d) makes such action as Lentor may include, but not limited to, rescindable attorney fees, etc.

37. 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 his option, require payment by Lender in full of all sums secured by this Security instrument. However, this option shall not be exercisable by Lender unless all of the sums secured by this Security instrument have accrued by Lender as of the date of the transfer or sale of the Property or any interest in it.

13. Governing Law; Semantics. 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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Note or the Security Instrument.

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

1. Notes. Any notice to Borrower provided for in this Security instrument shall be given by mailing it or by first class mail unless applicable law requires use of another method. The deliverying to or by mailing to by first class mail notices applicable law requires use of another method. The notice shall be directed to the Proprietary Address Borrower designates by notice or any notice shall be directed to the Proprietary Address of any other address Borrower designates by notice or by notice to Lender shall be given by Lender designates by notice to Lender or by notice to Lender. Any notice to Borrower or any notice to Lender shall be given by Lender or by notice to Lender. Any notice to Borrower or Lender when given as provided in this paragraph shall be deemed to have been given to Borrower or Lender 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 27 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the option 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(s))

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" 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 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

My Commission Expires 08/29/98
Hinsdale, IL 60521-2999 Public, State of Illinois
Address: 12 Salt Creek Lane, Suite #102-A
This instrument was prepared by Shirley A. Orr, "OFFICIAL SEAL"

My Commission Expires:

Given under my hand and affixed seal, this 21st day of November, 1996.

I, the undersigned, a Notary Public in and for said county and state do hereby certify that the said instrument as their free and voluntary act, for the uses and purposes therein delivered, appeared before me this day in person, and acknowledge that they signed and personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appraised before me this day in person, and acknowledge that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

JOSE MERAZ and Margie Meraz

I, the undersigned

STATE OF ILLINOIS

[Space Below for Acknowledgment]

BORROWER
(SEAL)BORROWER
(SEAL)BORROWER
(SEAL)BORROWER
(SEAL)Margie Meraz
JOSE MERAZBORROWER
(SEAL)Margie Meraz
JOSE MERAZ

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 8 of this Security Instrument and in any addendum(s) executed by Borrower and recorded with it throughout the State of Illinois. This instrument is recorded with the Clerk of Cook County, Illinois.

LN# 5402654

AP# MERAZ, J5402654

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BIWEEKLY PAYMENT RIDER (FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 27th day of November 1995 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 (the "Note") to LaSalle Bank, F.S.B. (the "Lender") of the same date and covering the property described in the Security Instrument and located at 4136-38 W. George St., Chicago, IL 60641.

Property Address

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

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments and the termination of the Borrower's right to make the biweekly payments as follow:

1. (OMITTED)

2. INTEREST

The interest rate required by Section 2 of the Note will increase 0.25% if the Note Holder exercises its option to terminate biweekly payments pursuant to Section 7(C) of the Note and this Rider.

3. PAYMENTS

(A) TIME AND PLACE OF PAYMENTS

I will pay principal and interest by making payments every fourteen calendar days (the "biweekly payment"), beginning on January 16, 1997. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at LaSalle Home Mortgage Corporation or at a different place if required by the Note Holder.

(B) AMOUNT OF BIWEEKLY PAYMENTS

My biweekly payment will be in the amount of U. S. \$646.09

(C) MANNER OF PAYMENT

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its possession my written authorization and voided check for the account from which my biweekly payments will be deducted.

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The Note Holder will determine my new payments by calculating an amount such as to repay the principal which would be owed under the Note (assuming all payments had been made on time) at the increased rate in (specify) equal monthly installments from the effective date of the Note; plus increase to the Note in (specify) equal monthly installments from the Note (assuming all payments had been made on time) at the increased rate as soon as the Note Holder elects to convert payments to monthly due dates, a conversion maturity Date. As soon as the Note Holder elects to convert payments to monthly due dates, the new monthly payment will be set to me specifying the effective date of the change to monthly due dates or the new interest rate; the new interest rate, the new interest rate increase to the Note will be set to me specifying the effective date of the change to monthly due dates or the new interest rate; the new interest rate increase to the Note will be set to me specifying the effective date of the change to monthly due dates until the aggregate amount of any past due payments. The effective date of the change to monthly due dates will, however, precede the effective date of the interest increase. Monthly payments which precede the effective date of the interest rate increase will be calculated at the original interest rate and may include interest and principal payments for any number of days which fall between the last already paid month due date and the effective date of change to monthly due dates. The amounts of these monthly payments will also be set forth in the Conversion Notice. After Conversion, I will pay all sums due, pursuant to the Conversion Notice, and I will owe amounts under this Note on the maturity Date, I will pay those amounts in full on that date in accordance with Section 4 above.

"If any one of the following conditions exists, the Note Holder may increase the interest rate pursuant to such payment 2 above and the amounts of future payments due 19 under the Note and change the due date of each Section 2 above, and provide for monthly (this is set forth in "Complaint"); (ii) fail to deliver my written authorization and voided check as required under Section 1; (C) above; (ii) fail to maintain the account I am required to maintain under Section 3(C) above; (iii) for any reason (including but not limited to insufficient funds or unavailability funds in my account or processing errors made by an entity other than the Note Holder) the Note Holder is unable to deduct the full balance by payment three business days back to bimonthly due dates.

(c) CONVERSION FROM BIMETALIC PLATES

If I do not pay the full amount of my bill by the due date, I will be in default.

70V-30 (a)

If the Note Holder does not receive the full amount of any bimonthly payment on the date it is due, I will pay a \$25.00 processing fee to the Note Holder. If the Note Holder has not received the full amount of any bimonthly payment by the end of 15 calendar days after the date it is due, I will pay a weekly fee of \$25.00 processing fee to the Note Holder. If the Note Holder has not received the full amount of any bimonthly payment by the end of 30 calendar days after the date it is due, I will pay a monthly fee of \$25.00 processing fee to the Note Holder. The amount of the charge will be \$5.00 % of my overdue payment or monthly payment by the end of 15 calendar days after the date it is due; I will pay a late charge to the Note Holder. The amount of the charge will be \$5.00 % of my overdue payment or monthly payment by the end of 30 calendar days after the date it is due; I will pay a late charge to the Note Holder. The late charge and processing charge promptly, but only once on each late payment.

(d) LARGE CREDIT LINE FOR OVERDUE PAYMENTS

(अंग्रेजी) १

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I will make all my biweekly payments on time and pay all other amounts owed under this Note, I will repay my loan in full on June 6, 2019, which is called the "Maturity Date". If on the Maturity Date I still owe under this Note, I will pay those amounts in full on that date.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my prepayment payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

I will make arrangements to pay the full amount of each monthly payment on the date it is due. I will not change the account to pay the full amount of each monthly payment on the date it is due. Note Holder without the prior written consent of the Note Holder.

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B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

1. Until the Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this BiWeekly Payment Rider, the Security Instrument is amended as follows:

- (a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.

(b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one-twenty-sixth".

2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this BiWeekly Payment Rider, the amendments to the Security Instrument contained in Section B 1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this BiWeekly Payment Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

Jose Veraz *Margie Veraz*

11/21/96 Date
11/29/96 Date

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Property of Cook County Clerk's Office

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LOAN NO. 5402654

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

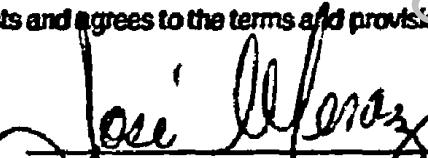
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

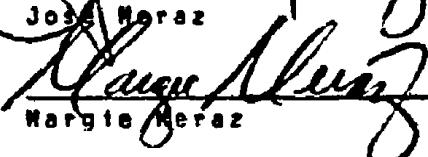
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.



José Marez _____
(Seal)
-Borrower



Margie Marez _____
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

UNOFFICIAL COPY

G. ASSESSMENT OF LEASES. Upon Lander's request, Borrower shall assign to Landor all leases of the Property and all security deposits made in connection with leases of the Property. Upon the Assumption, Lander shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Landor's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold.

F. PROVISIONS OF DOCUMENTATION. Unless otherwise agreed in writing, the terms and conditions in Uniform Contract of Sale in Uniform Coverage & General Coverage set forth in Uniform Coverage & shall remain in effect.

E. BORROWER'S RIGHT TO REMAINTE DELETED. Uniform Government is deleted.

D. **HEAT LOSS INSURANCE**: Bondswear shall maintain insurance against heat loss in addition to other hazards for which insurance is required by Uniform Government Statute 5.

C. SUPERORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without; and/or prior written permission.

B. USE OF PROPERTY: COMMUNALITY WITH LAW. Owner shall not seek, agree to or make a change in the use of the property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the property.

A. **PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the
Property described in the Security Instrument, the following items are added to the Property described in the
Instrument that constitute the Property covered by the Security Instrument: building materials, supplies and
goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in
connection with the Property, excepting, but not limited to, those for the purposes of supplying or distributing
heat, cooling, heating, electrical, gas, water, light, fire prevention and distinguishing apparatus, security
and access control apparatus, partitions, walls, partitions, water closets, water closets, sinks, ranges, stoves,
radiators, dishwashers, dryers, windows, storm windows, storm doors, screens, blinds, shades, curtains and curtains rods, fastened mirrors, casters, paneling and attached floor coverings
now or hereafter attached to the Property, in which, including replacements and additions thereto, shall
be deemed to be and remain a part of the Property, all of the foregoing
together with the Property described in the Security Instrument (or the leasehold estate if the Security
Instrument is an easement) are referred to in this **1-A Family Rider** and the Security instrument as the
Property.

The instrument, for example, and Lender further covariant and agree as follows:

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of the same date and covering the Property described in the Security instrument and located at: _____.

**THIS 14-FAMILY HUER IS MADE UP OF 2714 DAY OF NOVEMBER, 1996, 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 LENDER, DATED FEBRUARY EIGHT, 1996.**

Assignment of Rights

I-4 FAMILY RIDER

L0AN NO. 540265