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7499/0035 11 001 Page 1 of 1998-05-15 09:23:12 Cook County Recorder 35.50

AFTER RECORDING MAIL TO:

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

AP# DIAZ.C5803403 LN# 0005803403

-[Space Above This Line For Recording Data] -

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 8, 1998 . The mortgagor is Celia O. Diaz, Divorced not Remarried, Andres Diaz, Divorced not Remarried and Eric Ordonez, Single/Nover Married

("Borrower"). This Security Instrument in 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 Inited States of America , and whose address is 4242 N. Harlem Ave., Norridge, Il 60634 ("Lender"). Borrower owes Lender the principal surplof One Hundred Twenty Six Thousand Dollars and no/100 **Dollars** (U.S. \$ 126,000.00). This debt is evidencer by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly nayments, with the full debt, if not paid earlier, due This Security Instrument secures to Lender: (a) the June I, 2028 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, auvenced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of 3c rower'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, Illinoiz.

17 IN ALBERT J. SCHORSCH IRVING PARK BOULEVARD GARDENS 2ND ADDITION. A DIVISION OF THE SOUTH 7-1/2 ACRES OF THE EAST HALF OF THE FORTHWEST QUARTER OF SECTION 20. TOURSHIP 40 NORTH, SE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

13-20-120-035 .

which has the address of

6004 W. Waveland

Chicago [CITY]

ISTREET

Illinois

60634

("Property Address"):

IZIP CODEI

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

PAGE 1 OF 8

FORM 3014 9/90

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12C/CMD11F/\0884\3014(0880)-F PAGE 2 OF 8 ITTINOIZ-ZINGTE EVINTA-EMINY/EHTING TIMEOEM INZUENMENT

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make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments. may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to STROUGH OF THE FUNCE hald by Lender at any time is not sufficient to pay the Eastow fights when olds, Lander account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the if the Funds held by Lender exceed the amounts permitted to be held by applicable life, Lender area

the Funds was made. The Funds are pledged as additional security for all aums about by this Security accounting of the Funds, showing credits and debits to the Funds and the purpose or which each debit to pay Borrower any interest or estraings on the Funds. Borrower and Lender may goe to writing, housver, that interest shall be paid on the Funds, Lender shall give to Borrower, which is charge, an ennual However, Lender may nequire Borrower to pay a one-time charge to a independent real estate tax reporting service used by Lender in connection with this loan, unless an agreement is made or applicable law requires interest to be paid, Land after not be required to University and Land to be required to Lander pays Borrower interest on the Funds and applicable law pennist Lander to make such a charge. and applying the Funds, annually analyzing the eacrow account, or vertiying the Eacrow home, unless Bank. Lander shall apply the Funds to pay the Eacrow Herns. Lands not charge Borrower for holding manumentation) or entity (including Lander, it Lander is static an institution) or in any Federal Home Loan The Funds shall be held in an institution whore disposits are insured by a tedestal agricultural states.

expenditures of future Escrow Herns or otherwise in accompance with applicable law. may settimete the amount of Funds due on the colles of current data and researche estimates of Lander may, at any time, collect and hold Funds !! an amount not to exceed the lesser amount. Lander U.S.C. \$ 2001 at seq. (TRESPAT, unless an all in that applies to the Funds sets a lesser amount. If so, account under the federal Real Estate Settlemen Procedures Act of 1974 as arrested from time to time, 12 wordes s'evorioù tot e federally related mondegage foan may require for Bonows's secrois ed "Escrow harms." Lander may, at any time, collect and hold Funds in an amount not to escreed the the provisions of paragraph 8, in New July a time payment of mortgage insurance premiums. These farms are montage insurance premiume, if the and the sure payable by Borrower to Lender, in accordance with (c) heath passed or property instrumes premiums; (d) yearly food insurance premiums, it arry; (e) ye Borrower shall pay to Leady on the day monthly payments are due under the Note, until the Note is paid in that, a sum (Funds') for (a) yearly tonce and assessments which may sitain priority over this Security instrument as a lien on the Property, (b) yearly issesshold payments or ground ranks on the Property, if any, instrument as a lien on the Property, if any, instrument as a lien on the Property, it is any. the tor take and incurance. Subject to applicable law or to a written waiver by Lander,

charges due unitair the Note.

1. Figures due Me principal of and interest on the debt evidenced by the Note and any propertient and the promptly and the same and any properties and the promptly and the same and any properties and the promptly and the same and any properties and the promptly and the same and any properties and the same and the sa

[EXECUTAR COVENANTS. Borrower and Lender covenent and agree as follows:

Walter !

CONSIDER MITH HUMBER VERIBLIONS by jurisdiction to constitute a uniform security instrument covering rest THE SECURITY INSTRUMENT COmbines unform coverents for national use and non-uniform

ims and demands, subject to any encumbrances of record.

right to morigage, grant and convey the Property and that the Property is unercumbered, except for execumbrances of record. Borrower warrants and will defend generally the tille to the Property against all excumbrances of record. Borrower warrants and will defend generally the tille to the Property against all BOHHOMEH CONFINANTS that goldower is privingly select or the estate health counsiled study that are

to be covered by this Security instrument. All of the foregoing is referred to in this Security Instrument as appuramences, and flatures now or hereafter a part of the property. All replacements and additions shall TOGETHER WITH all the improvements now or herewher erected on the property, and all essentiants,

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- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is soo or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this oution, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument (liscontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may sparify 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 attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower, this Security Instrument and the obligation's secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate and not apply in the case of acceleration under paragraph 17.
- 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 Lorrigier. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 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

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prepayment without any prepayment charge under the Note.

13. Lean Charges. If the loan secured by this Security instrument is subject \$6.0 km which sets meadment ions charges, and that hw is finally interpreted so that the interest or obey four charges collected or to be collected in connection with the loan exceed the permitted limits, them; (4) any such four charge shall be reduced by the amount necessary to reduce the permitted limits will be reduced by the amount necessary to reduce the permitted limits will be reduced to florrower. Somewhat is provided to florrower. If a refund reducing the principal owed under the Note or by midding a direct payment to florrower. If a refund reducing the principal, the reduction will be treated as a partial direct payment to florrower. If a refund reduces principal, the reduction will be treated as a partial

12. Supposes and Assigns Bound; Joint and Several List IIIIy; Co-eigenra. The coverants and assigns of Lander and agreements of this Security Instrument shall bind and benefit to the Security Instrument of paragraph 17. Borrower's convertices and agreements shall be joint and several. Any Borrower who co-eigers this Security Instrument only to mortgage, grant and convertices describe Instrument in the Property under the Security Instrument only to mortgage, grant and convertices Someower's Instrument in the security Instrument; and (c) is not personally convertible to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any only. Someower may agree to entend, modify, fother or make any accommodations with regard to the terms of any Security Instrument or the Note without that Borrower's consent.

11. Berrower Not Released; Feith James By Lander Not a Welver. Education of the time for payment or modification of amortization of the secured by this Security instrumet granted by Lander to any successor in interest of Borrower shad not be required to commence proceedings against any successor in interest or release to entered time for perment or otherwise modify amortization of the same successor in interest or release to entered time for perment or otherwise modify amortization of the same successor in interest. Any independent time for perment or otherwise modify amortization of the same successors in interest. Any independent time of any dental made by the original Borrower's successors in interest. Any independent times to entered the same of the same of the same of the processors in interest. Any independent times to entered the same of the same of or preclude the enteries of any right or remedy and not be a vertex of or preclude the enteries of any right or remedy and not be a vertex of or preclude the enteries of any right or remedy and not be a vertex.

Unless Lander and Borrows' otherwise agree in writing, any application of proceeds to principal shall not endend or postpone the dust date of the monthly payments released to in paragraphs 1 and 2 or change the arrount of such payments.

If the Profering abandoned by Borrower, or it, after notice by Lender to Borrower that the condensors of the Profering to seel or selle a claim for demages, Borrower take to respond to Lender within 30 days after the notice in other, is given, Lender is enthorized to collect and apply the proceeds, at its option, after the resource of the Property or to the sums secured by this Security Instrument, whigher or not then due.

In the event of a total taiding of the Property, the proceeds shall be applied to the event of a total taiding of the Property in which the secured by the secured to Borrower. In the event of a partiel selding of the Property in which the fair date, with any excess paid to Borrower. In the event of a partiel to 0.0 greater than the secured to the sume secured to the sume secured by the secured to the se

19. Condemnation. The proceeds of any award or claim for demages, direct or conveyance in iteu of convertion with any condemnation or other taking of any part of the Property, or for conveyance in iteu of conveyance in iteu or conveyance i

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- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. 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 otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the Ican evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 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 forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so

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

- **8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments read no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- **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.

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Unless Lendor and Borrower otherwise agree in writing, any application of proceeds to principal shall not entend 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 Lendor, Borrower's right to any insurance policies and proceeds resulting from demage to the Property prior to the acquision shall gave to the policies and proceeds resulting from demage to the Property prior to the acquision shall pass to Lendor to the extent of the security brior to the

period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to responsion or repair of the Property densaged, if the restoration or repair is not economically leasible and Lender's security would be lessened, if the insurance proceeds shall be applied to the sume secured by this Security actually would be lessened, the insurance proceeds shall be applied to the sume secured by this Security or dose not answer within 30 days a notice from Lender that the insurance carrier has character the insurance carrier has insurance carrier has character as a notice from Lender that the insurance carrier has character the insurance carrier has insurance or resting a character may collect the insurance proceeds. Lender may use the proceeds to resting a security instrument, whether or not then our. The 30-day the Property or to pay sums secured by this Security instrument, whether or not then our. The 30-day

not made promptly by Borrower.

All insurance policies and renewale shall be accepted) to Lander and shall include a standard monthly give to Lander at the foliation of the policies and renewals. If Lander requires, Borrower shall promptly give to Lander all receipts of paid premiums end renewal notices. In the event of folia, borrower shall give prompt notice to the insurance carrier and Lander may make proof of loss if

E. Hezava or Property Insurance. Acrower shall leap the improvements now existing or harsafter exected on the Property insured against loca or flux, included within the term "extended coverage" and any other hezards, including floods or flux or the insurance. The insurance center providing the insurance shall be chosen by Bornov er subject to Lander requires. The insurance center providing the insurance shall be chosen by Bornov er subject to Lander requires. The insurance center providing the insurance shall be chosen by Bornov er subject to Lander requires. The insurance center providing the insurance shall be chosen by Bornov er subject to Lander requires. The insurance center others of the insurance center.

Borrower (a) agrees (a) whiting to the payment of the obligation secured by the Security Instrument aniess Borrower (a) agrees (a) whiting to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in the Londers of the lien by, or defends against enforcement of the lien; or (c) secures proceedings which in the Londers opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien or agreement entitle security transmings and the lien of the Property is subject to a lien which may alliain priority transmings and the lien priority is subject to a lien which may alliain priority transmings and the lien priority and the lien of the consecurity in the lien of the security of the lien. Borrower shall eatiefy the lien or take one or more of the action security above within 10 days of the giving of notice.

A. Charges; Liens. Borrower shall pay all toose, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and lessabled payments or groupy) rents, if any. Borrower shall pay these obligations in the manner provided in passingply. S. or if not periority is that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall pay them on time directly to the person owed payment. Borrower makes shall promptly furnish to Lander receipts evidencing the payments.

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; thind, to interest due; fourth, to principal due; and has, to any late charges due under the Note.

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

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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 5-bi-stos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental 1-aw" 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 persoaph 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, Specified in the notice may result in acceleration 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-extresses 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 prominit 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 coets 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 play any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead examption 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)]

 	Adjustable Rate Rider	Condominium Rider	14 Family Ricca
<u> </u>	Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
	Balloon Rider	Rate Improvement Rider	Second Home Rider
	Other(s) [specify]	IHDA Rider	

FORM 3014 9/80

Address: 12 Salt Creek Lane, Suite 106 Hinsdale, 11 60521

Fliciancy and argument aid? TYO .A yafrida Mar Estima (8/300) hary Public, State of this HODBY PUBLIC SAME I TULLO SHICKLE SEAL iven under my hand and official seal, this 8th day of May, 1528; personally innown to me to be the same person(s) whose mane(s) are subscribed to the foreigning instrument, appeared before me this day in person, and acknowledged that the uses and purposes therein delivered the said instrument as their free and voluntary and forth. bandy carles me biaz and Eric Ordonizz bergierebru erit ,i , is Notary Public in and for said county and state do Conupl se: XXXX STATE OF ILLINOIS [Space Belov, This Line For Actinovledgment] L C/O/A/S O/A/CO BOHROWER (New) BOHNOWER (SEVIT) (SEAL) (SEAL)

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

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