

# UNOFFICIAL COPY

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98736013

AFTER RECORDING MAIL TO:

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

DEPT-01 RECORDING \$41.00  
T2009 TRAN 3583 08/20/98 09:13:00  
15581 J.W. #23-736013  
COOK COUNTY RECORDER

AP# DIBENE, M5811775  
LN# 0005211775

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 13, 1998. The mortgagor is Mary C. DiBenedetto, A Widow

("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 60634 ("Lender"). Borrower owes Lender the principal sum of One Hundred Seventy Eight Thousand Four Hundred Dollars and no/100 Dollars (U.S. \$ 178,400.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 10, 2022 . 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 39 IN ORLAND GOLF VIEW UNIT 12, PHASE 1, SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

27-13-312-011-0000 ,

, which has the address of

15637 Innsbrook Drive  
[STREET]

Orland Park  
[CITY]

Illinois 60462 ("Property Address");

[ZIP CODE]

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT  
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If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments to the Funds held by Lender at any time it is not sufficient to render the amount necessary 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 account to the Funds held by Lender in accordance with the requirements of applicable law. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall instruct Lender to pay the excess Funds in accordance with the requirements of applicable law. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debts to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument to Borrower in writing, and, in such case Borrower shall pay to Lender the amount of the Funds held by Lender at any time it is not sufficient to render the amount necessary 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 be held by Lender in accordance with the requirements of applicable law. However, Lender may acquire Borrower to pay a one-time charge for an independent real estate tax lender pays Borrower interest on the Funds and applicable law permits, Lender shall make such a charge, Lender may acquire Borrower to pay a one-time charge for an independent real estate tax, regardless service used by Lender in connection with this loan, unless a separate application fee is charged. However, Lender may apply the Escrow account with charges or verifying the Escrow items, unless and applicable law requiring the Funds to pay the Escrow items. Lender may not charge Borrower for holding funds in an institutionally or entity (including Lender, if Lender is such in 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 funds in an institutionally or entity (including Lender, if Lender is such in institution) or in any Federal Home Loan Bank.

The Funds shall be held in an institution whose deposits are insured by a federal agency, or by Lender in accordance with applicable law. Lender may not charge Borrower for holding funds in an institutionally or entity (including Lender, if Lender is such in 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 funds in an institutionally or entity (including Lender, if Lender is such in 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 funds in an institutionally or entity (including Lender, if Lender is such in institution) or in any Federal Home Loan Bank.

1. Payment of Principal and Interest; Preparation 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 property 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 will defend generally the title to the Property against all encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All agreements and addititons shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as "Property".

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

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

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

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

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and cancellation 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, 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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g. Inspection. Lender or his agent may make reasonable entries upon and inspections of the property, under such notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

g. Mortgage Insurance. If lender required mortgagage 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 passes or insures in effect, if, for any reason, the mortgage insurance coverage required by lender passes or ceases to be in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by lender. If subsequently mortgage insurance coverage is not available, Borrower shall pay to lender, at the option of lender, if mortgage insurance coverage 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, which amounts shall bear interest from the date of disbursement at the Note rate and shall be payable in installments, upon notice from lender to Borrower regarding such interest.

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 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 may take action reasonably attorney fees and attorney to make repairs. Although lender may take action to secure sums secured by a lien which has priority over this Security instrument, appealing in court, paying any sums disbursed by lender (or failing to provide lender with any necessary information or documentation as to the loan evidence by the Note, including, but not limited to, preparation of memorandum of claim, statement to provide lender with any material information) in addition to any attorney fees and attorney to the lien created by this Security instrument or otherwise, if lender fails to do so, lender may cure under its 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 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 cannotably withhold, or any other circumstances exist which are beyond Borrower's control. Borrower shall not commit waste on 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 opinion could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or lender's security interest or lender's security interest, Borrower shall be in default in paragraph 1B, by causing the action or proceeding to be dismissed with a ruling that, in lender's opinion, does not meet all the provisions of the lease. If Borrower acquires fee title to the Property as a result of a principal residence, but not limited to, preparation of memorandum of claim, statement to provide lender with any material information) in addition to any attorney fees and attorney to the lien created by this Security instrument or lender's security interest or lender's security interest, lender may cure under its leasehold and the fee title shall not merge unless lender agrees to the merger in writing.

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, storage or small quantities of Hazardous substances to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two

**21. 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 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 note will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice of the change in the Note, if there is a change of the Loan Servicer, Borrower will be given written notice of the change in the Note, if there is a change of the Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**22. Borrower's Right to Relocate.** If Borrower meets certain conditions, Borrower shall have the right to have another period of time to relocate if this Security instrument is terminated or modified to pay the sum security permitted by this Security instrument under paragraph 17. The Note and the security instrument had accrued, however, this right to relocate as it no acceleration had occurred. However, this right to relocate shall not apply if acceleration by Borrower, this Security instrument and the obligation is secured hereby shall remain fully reinstated by Borrower, to pay the sum security instrument unchanged. Upon reasonable notice to assure that the lender of this Security instrument has received its rights in the Property and Borrower's obligation to pay the sum security instrument by this Security instrument under paragraph 17, Borrower's obligation to pay the sum security instrument shall remain unchanged. Lender may include, but not limited to, (a) takes such action as Lender may reasonably require to assure that the Note as it no acceleration had accrued; (b) causes any default of this Security instrument and the Note as it no acceleration had accrued; (c) pays all expenses incurred in enforcing this Security instrument; and the Note as it no acceleration had accrued; or (d) enters into an agreement with the Note and the Note as it no acceleration had accrued.

**23. Borrower's Right to Demand Notice of Acceleration.** Without further notice or demand on Borrower,

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 to Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument; or (b) entry of a judgment entering judgment to any power of sale contained in this Security instrument before the date of the sale of the Property days (or such other period as applicable law may specify for reinstatement) before sale of the Property

**24. Borrower's Right to Demand Certain Conditions.** Borrower shall have the right to have certain conditions met before the Note and this Security instrument is terminated or modified to pay the Note and the Note and the Note as it no acceleration by this Security instrument.

**25. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in which the Property is located, in the event that any provision of this Security instrument 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 Lender is prohibited by federal law as of the date of this Security instrument.

**26. Governing Law; Severability.** This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect provisions of 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.

**27. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in which the Property is located, in the event that any provision of this Security instrument 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 Lender is prohibited by federal law and the Note and the Note as it no acceleration by this Security instrument.

**28. Notices.** Any notice to Borrower provided for in this Security instrument shall be given by deliverying it or by mailing it by first class mail unless otherwise required by law and the Note and the Note as it no acceleration by notice to Lender when given as provided in this paragraph. The notice shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Any notice to Lender shall be given by first class mail to Lender's addresses 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.

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LN# 0005811775

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 boxes]]

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider                  |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input 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 B/80

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Hinsdale, IL 60521  
Address: 12 Salt Creek Lane, Suite 106  
Audrey Nesbary

SANDRA L. MCSHANE  
"OFFICIAL SEAL"  
NOTARY PUBLIC

My commission expires:

Given under my hand and official seal, this 13th day of August, 1998.

Instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.  
Personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing

STATE OF ILLINOIS  
County: Cook  
I, the undersigned  
Notary Public in and for said county and state do  
certify that  
Mary C. DiBenedetto

[Space Below This Line For Acknowledgment]

-BORROWER  
(SEAL)

-BORROWER  
(SEAL)

-BORROWER  
(SEAL)

-BORROWER  
(SEAL)

-BORROWER  
(SEAL)

Mary C. DiBenedetto  
-BORROWER  
(SEAL)

Witnesses:

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

LN# 000581175

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## BIWEEKLY PAYMENT RIDER (FIXED RATE)

**THIS BIWEEKLY PAYMENT RIDER** is made this 13th day of August 1998 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., 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: 15637 Innsbrook Drive, Orland Park, IL 60462

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 payments"), beginning on September 24, 1998. 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. \$600.96

##### (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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BiWEEKLY PAYMENT RIDER PG2

MW1042 12/95

The Note Holder will determine my new payments by calculating an amount sufficient to repay the deficiency which would be owed under the Note (assuming all payments had been made on time) at the increased rate in substitution of any past due payments. As soon as the Note Holder selects to convert payments to monthly due dates, a Conversion Notice will be sent to me specifying the effective date of the change to monthly due dates, a Conversion Notice Date. As soon as the Note Holder selects to convert payments to monthly due dates, the Note Holder will determine my new monthly payments; the new interest rate, the effective date of the interest rate increase, and the date of the last payment due before the effective date of the interest rate increase. The Note Holder will also be sent a copy of the Note and the Note Holder will pay all sums due on the maturity date, or the maturity date if I still owe amounts under this Note on the maturity date. The Note Holder will also be sent a copy of the Note and the Note Holder will pay all other amounts owed under this Note on the maturity date, or the maturity date if I still owe amounts under this Note on the maturity date.

In accordance with Section 4 above, I will owe amounts under this Note on the maturity date, or the maturity date if I still owe amounts under this Note on the maturity date. The Note Holder will pay all other amounts owed under this Note on the maturity date, or the maturity date if I still owe amounts under this Note on the maturity date. The Note Holder will also be sent a copy of the Note and the Note Holder will pay all sums due on the maturity date, or the maturity date if I still owe amounts under this Note on the maturity date.

Interest in the Conversion Notice. After Coverage, I will pay all sums due pursuant to the Conversion Notice, principal payments for any number of days which fall between the last biweekly payment due date and effective date of change to monthly due dates. The amounts of these monthly payments will also be set forth in the Conversion Notice. After Coverage, I will pay all sums due on the maturity date, or the maturity date if I still owe amounts under this Note on the maturity date. The Note Holder will also be sent a copy of the Note and the Note Holder will pay all other amounts owed under this Note on the maturity date, or the maturity date if I still owe amounts under this Note on the maturity date.

However, preceding the effective date of the interest rate increase, monthly payments will include the effective date of the interest rate increase. The effective date of the change to monthly due dates will aggregate amounts of any past due payments. The effective date of the change to monthly due dates will be set to me specifying the effective date of the change to monthly due dates, a Conversion Notice Date. As soon as the Note Holder selects to convert payments to monthly due dates, a Conversion Notice will be sent to me specifying the effective date of the change to monthly due dates, a Conversion Notice Date. As soon as the Note Holder selects to convert payments to monthly due dates, the Note Holder will determine my new monthly payments; the new interest rate, the effective date of the interest rate increase, and the date of the last payment due before the effective date of the interest rate increase. The Note Holder will also be sent a copy of the Note and the Note Holder will pay all other amounts owed under this Note on the maturity date, or the maturity date if I still owe amounts under this Note on the maturity date.

Notice will be sent to me specifying the effective date of the change to monthly due dates, a Conversion Notice Date. As soon as the Note Holder selects to convert payments to monthly due dates, a Conversion Notice will be sent to me specifying the effective date of the change to monthly due dates, a Conversion Notice Date. As soon as the Note Holder selects to convert payments to monthly due dates, the Note Holder will determine my new monthly payments; the new interest rate, the effective date of the interest rate increase, and the date of the last payment due before the effective date of the interest rate increase. The Note Holder will also be sent a copy of the Note and the Note Holder will pay all other amounts owed under this Note on the maturity date, or the maturity date if I still owe amounts under this Note on the maturity date.

If any one of the following conditions exists, the Note Holder may increase the interest rate pursuant to Section 2 above and the amounts of future payments due under the Note and change the due date of each such payment from biweekly to monthly to coincide with a "Conversion". (i) I fail to deliver my written authorization and voided check as required under Section 2(C) above; (ii) I fail to maintain the account I am required to maintain under Section 3(C) above; (iii) I fail to pay any reason (including but not limited to insufficient funds or unavailability funds) to deduct the full biweekly payment made by an entity other than the Note Holder) the Note Holder is unable to deduct the full biweekly payment due on any three consecutive days during any twelve consecutive months of the loan term. Upon conversion, automatic deductions will cease. All monthly payments will be due on the first day of each month and will be remitted by means other than automatic deduction. Once converted, payments can never be changed back to biweekly due dates.

## (C) CONVERSION FROM BIWEEKLY PAYMENTS

If I do not pay the full amount of my biweekly or monthly payment on the date it is due, I will be in default.

### (B) DEFAULT

If the Note Holder fails to make a payment on time, I will pay the late charge and processing charge promptly, but only once on each late payment. The late charge to the Note Holder will be 5.00 % of my overdue payment on the principal and interest. The amount of the charge will be \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly 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 late charge will be 5.00 % of my overdue payment on the principal and interest, but only once on each late payment.

### (A) LATE CHARGE FOR OVERDUE PAYMENTS

#### 7. BORROWER'S FAILURE TO PAY AS REQUIRED

##### 6. (OMITTED)

##### 5. (OMITTED)

If I make all my biweekly payments on time and pay all other amounts owed under this Note on February 10, 2022, which is called the "Maturity Date", or on the Maturity Date I still owe under this Note, I will pay all amounts in full on that date.

#### 4. TERM

I will keep sufficient funds in 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 understand that the Note Holder, or an entity calling for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due.

The Note Holder without the prior written consent of the Note Holder, due, I will not change the account from which my biweekly payments are deducted to a new account with 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.

Mary C. DiBenedetto

Date

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