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9433/0387 03 001 Page 1 of 3
1998-08-20 15:11:23
Cook County Recorder 35.00

AFTER RECORDING MAIL TO:

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

AP# BUBARI, K5728321
LN# 5728321

— [Space Above This Line For Recording Data] —

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 17, 1998. The mortgagor is Kostas Bubaris and Sophia Bubaris, Husband and Wife

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the United States of America, which is organized and existing under the laws of The United States of America, and whose address is 4242 N. Harlem Ave., Norridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of Two Hundred Ten Thousand Dollars and no/100 Dollars (U.S. \$ 210,000.00). 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 September 1, 2013. 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 41 IN MOEHLING FARMS SUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 5 IN CONRAD MOEHLING'S SUBDIVISION OF PART OF THE WEST 1/2 OF FRACTIONAL SECTION 8 AND PART OF THE EAST 1/2 OF FRACTIONAL SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 1, 1997 AS DOCUMENT 97474991, IN COOK COUNTY, ILLINOIS.

09-07-412-007-0000 ,

, which has the address of

707 Meadow Lane
[STREET]

Des Plaines
[CITY]

Illinois 60016 ("Property Address");
[ZIP CODE]

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BOX 333-CTI

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If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender exceeds the amounts secured by the Security at Lender's sole discretion.

If the Funds were made, the Funds are pledged as additional security for all sums secured by this Security instrument. The Funds, showing credits and debits to the Funds and the purpose of which each debt to account holding of the Funds, Lender shall give to Borrower, without charge, an annual interest shall be paid on the Funds. Lender shall pay any interest or fees 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 monthly payments.

Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, to pay Borrower a one-time charge or an independent real estate tax reporting service used by Lender to pay a one-time charge or to make such a charge. Lender pays Borrower interest on the escrow account, or verifying the Escrow items. Unless Lender pays Borrower to pay the escrow items, Lender may not charge Borrower for holding escrow items, or verify (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 instruments, or apply the escrow items in an unusual manner.

The Funds shall be held in an institution whose agents are insured by a federal agency, expenditures of future Escrow items or otherwise in accordance with applicable law.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the title to the property agrees with all encumbrances of record. Borrower warrants 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 attached to 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".

Borrower agrees now or hereafter a part of the property. All replacements and additions shall

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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 loan 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 may 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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Unlessas 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 this Security instrument prior to the payment to Lender to the extent of the extra of the sums secured by this Security instrument immediately prior to the acquisition.

Unlessas Lender will begin the notice is given. The 30-day period will begin when the notice is given. The property or to pay sums secured by this Security instrument, whether or not then due, the property may collect the insurance proceeds, Lender or receiver of the security would be lessened, if the insurance proceeds shall be applied to the sum acquired by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower's assignments 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 or receiver of the security would be lessened, if the insurance proceeds shall be applied to the sum acquired by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower's assignments the property, Lender's security is not lessened, if the restoration or repair is economically feasible or Lender's restoration or repair of the property damaged, if the restoration or repair is economically feasible and not made promptly by Borrower.

All insurance policies and renewals shall be accepted by Lender and Lender may make proof of loss if mortgage clause. Lender shall have the right to hold the policy 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.

5. Hazard or Property Insurance. Borrower shall keep the term "extended coverage" and any other hazards, including floods, hazards, 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.

Borrower: (a) agrees in writing to the obligee to pay the amount of the payment of the security interest or take one or more of the actions set forth above within 10 days of the giving of notice. Over this Security instrument, Lender may give Borrower a notice terminating the lien, Borrower shall satisfy the lien or take the holder of the instrument that any part of the property is subject to a lien which may attain priority from the holder of the instrument to prevent the enforcement of the lien; or (c) secures proceedings which in good faith the lien by, or defers against enforcement of the lien, in legal action to Lender; (d) consents in writing to the obligee to pay the amount of the payment of the security interest or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if these payments are not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower makes these payments directly, Borrower shall furnish to Lender receipts evidencing the payments. Lender shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, if Borrower makes not paid in that manner, Borrower shall pay these obligations in the manner provided in paragraph 2, or if these payments are not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Lender shall furnish to Lender notices of amounts payable under paragraph 2; 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.

3. Application of Payments. Unless as applicable law provides otherwise, all payments received by Lender under paragraph 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.

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.

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AP# BUBARI, K5728321

LN# 5728321

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 sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require 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 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. 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 discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify 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 shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall 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 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 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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13. **Loan Charge.** 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 charges collected or to be collected in connection with the loan exceed the permitted limit, 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 exceed the charge to the permitted limit will be repaid as a partial prepayment without any prepayment charge under the Note.

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 his/her 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 creditor may agree to extend, modify, rebear or make any accommodations with regard to the terms of this Security Instrument or the Note without Borrower's consent.

11. **Borrower Not Released; Forfeiture Note & 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 Borrower or Borrower's successors in interest of Borrower shall not be liable for any damages, Borrower shall not be liable for any costs or expenses, and Lender shall not be liable for any amount of such payments.

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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned offer 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 restore or repair or to the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing or unless applicable law otherwise provides, the proceeds to principal of the sums secured by the Property shall be applied to the total amount of the sums secured by this Security Instrument multiplied by the following factor: (a) the total amount of the sums secured by the Property in which the fair market value of the Property immediately before the taking 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 by the Property immediately before the taking, the fair market value of the Property immediately before the taking, Any balance shall be paid to Lender. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is greater than the amount of the sums secured by the Property, the proceeds shall be applied to the total amount 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 Property paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property paid to Borrower, in the event of a partial taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument to or greater than the amount of the Property paid to Borrower, with any excess in immediate possession before the taking, shall be reduced by the amount of the Property paid to Lender.

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 convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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LN# 5728321

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.

Witnesses:

Kostas Bubaris (SEAL)
Kostas Bubaris -BORROWER

Sophia Bubaris (SEAL)
Sophia Bubaris -BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

[Space Below This Line For Acknowledgment]

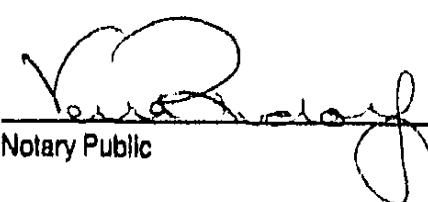
STATE OF Illinois , Cook County ss:

I, Verra Rudolfi, a Notary Public in and for said county and state do hereby certify that
Kostas Bubaris and Sophia Bubaris

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

Given under my hand and official seal, this 17th day of August, 1998.

My Commission Expires:
OFFICIAL SEAL
Verra Rudolfi
Notary Public, State of Illinois
My Commission Exp. 08/25/2001


Notary Public

This instrument was prepared by: Pina Iglesias
Address: 1350 E. Touhy, Suite 160 West
Des Plaines, IL 60018