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1998-10-01 10:15:08
Cook County Recorder 35.00

VCT 77-77488Y 191

AFTER RECORDING MAIL TO:

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

AP# CETRON, S5930359
LN# 0005930359

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 24, 1998. The mortgagor is Susan D. Cetrone, Divorced not Remarried

("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 Forty Nine Thousand Dollars and no/100 Dollars (U.S. \$ 149,000.00). 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 October 1, 2028 . 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 34 AND THE SOUTH 1/2 OF LOT 35 IN BLOCK 1 IN DIEFFENDORF'S ADDITION TO RIVERVIEW, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THAT PART OF SAID LOT 34 LYING SOUTH OF A STRAIGHT LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID LOT 34 TO A POINT ON THE WEST LINE OF SAID LOT 34, 3.0 FEET NORTH OF THE SOUTHWEST CORNER THEREOF), IN COOK COUNTY, ILLINOIS.

09-29-208-038 ,

which has the address of

1672 Cora Street
[STREET]

Des Plaines
[CITY]

Illinois 60018

("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 make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, so as to notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to pay the Escrow items when due, Lender's sole discretion.

The Funds are pledged as additional security for all sums secured by this Security accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt to pay Borrower any interest or earnings on the Funds. Borrower and Lender shall give to Borrower, without charge, an annual report shall be paid on the Funds. Borrower and Lender may agree in writing, however, unless an agreement is made or applicable law requires it to be paid, Lender shall not be required to pay Borrower to pay a one-time charge for an independent real estate tax unless a service used by Lender in connection with this loan, unless applicable law provides otherwise. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax under pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Lender shall apply the Funds, annually analyzing the escrow account, or verifying the escrow items and holding bank, Lender shall apply the Funds to pay the escrow items. Lender may not charge Borrower for holding instrument, or notify (including Lender, if Lender is such an institution) or in any Federal Home Loan instrumentality, or notify (including Lender, if Lender is such an agency) or in any federal agency.

The Funds shall be held in an institution which deposits are insured by a federal agency, expendeditures of future Escrow items or otherwise in accordance with applicable law. Lender may estimate the amount of Funds due on a basis of current data and reasonable estimates of U.S.C. § 2601 et seq. (RESPA), unless another law that applies to the Funds sets a lesser amount, if so, account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 maximum amount a lender for a federal mortgage loan may require for Borrower's escrow called "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to exceed the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly instrument as a lien on the property; (b) yearly leasehold payments or ground rents on the property, if any; (f) a sum ("Funds") for (c) yearly taxes and assessments which may attach priority over this Security Borrower shall pay to Lender on the day monthly payments are due under the Note is paid in full, a sum ("Funds") for (c) yearly taxes and assessments which may attach priority over this Security 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, charges due under the Note.

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the property against all 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 of the foregoing is referred to in this Security instrument as also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as

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

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

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

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

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the property. Lender shall give Borrower notice at the time of or prior to an inspection specifically requesting cause for the inspection.

B. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect, if, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage subsequently acquired in its place. Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium paid by Lender for each month when the insurance coverage lapsed or ceased to be in effect. Lender will recoup, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payable may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that render redundant) provided by an insurer appointed by Lender becomes available and is obtained.

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

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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; Forbearances 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 of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous substances that are not applicable to the presence.

18. Borrower's Right to Remodel. "If Borrower meets certain conditions, Borrower shall have the right to have undergone remodeling of this Security instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before a sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment entitling this Security instrument. Those conditions are that Borrower: (a) pays all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney 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 and the obligations hereby shall remain fully reinstated.

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 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 except to the extent necessary to conform to such law. To the extent provisions of this Note conflict with the Note of another party, the Note of the other party shall control. In the event of a conflict between this Note and the Note of another party, the Note of the other party shall control. To the extent necessary to conform to such law, the Note of the other party shall be modified to reflect such law. 16. **Borrower's Copy.** Borrower shall be given one controlled copy of this Note and of this Security Instrument.

14. 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 applicable law requires use of another method. The notice shall be deemed to have been given to Borrower or Lender when given as given by other address Lender shall be given by first class mail to Lender's address stated herein or any other address Lender shall be given by notice to Borrower. Any notice provided for in this instrument shall be deemed given to Borrower or Lender when given as given by other address Lender shall be given by notice to Borrower. Any notice given by notice to Borrower or Lender when given as given by other address Lender shall be given by notice to Borrower.

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LN# 0005930359

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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:

Susan D. Cetrone (SEAL)
Susan D. Cetrone -BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

— [Space Below This Line For Acknowledgment] —

STATE OF Illinois

, Cook

County ss:

I, THE UNDERSIGNED
Susan D. Cetrone

, a Notary Public in and for said county and state do hereby certify that

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

Given under my hand and official seal, this 24th day of September, 1998.

My commission expires: SEAI"
MARY FURST
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/19/2001

Notary Public

Mary Furst

This instrument was prepared by: Diana Dahl

Address: 1350 E. Touhy, Suite 160 West
Des Plaines, IL 60018

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|--|--|---|--|---|---|--|---|--|-------------------------------------|---|
| <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 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"/> IHDA Rider | <input type="checkbox"/> Other(s) [Specify] |
|--|--|---|--|---|---|--|---|--|-------------------------------------|---|

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] Security

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

22. **Releasee.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following 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 same secured by this Security Interest, acceleration by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remanifest after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other default in the note. In the acceleration and foreclosure, it is not cured on or before the date specified in the notice, Lender at his 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 proceedings.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Borrower shall promptly give written notice of any illegality, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that any removal or other remedial actions in accordance with Environmental Law is necessary, Borrower shall promptly take all necessary steps to remove such contamination.

AB# CEFTRON 55930359 LN# 0005930359