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2013/0040 16 001 1998-02-09 13:09:39
Cook County Recorder 46.50



AFTER RECORDING MAIL TO:

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

AP# MCGRAT, T5776121
L.N# 5776121

1/29/98 [Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 6, 1998. The mortgagor is Thomas McGrath, Single/Never Married and Steven C. Kindra, Married to Martha Kindra**

("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 Ninety Eight Thousand Four Hundred Dollars and no/100 Dollars (U.S. \$ 198,400.00). 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 July 15, 2021. 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 9 (EXCEPT THE SOUTH 8 FEET 4 INCHES THEREOF) AND THE SOUTH 16 FEET 4 INCHES OF LOT 8 IN BLOCK 1 OF HALE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**STEVEN C. KENDRA IS EXECUTING THIS DOCUMENT AS NON HOMESTEAD PROPERTY

13-13-316-020 ,

,
which has the address of

4138 North Troy
(STREET)

Chicago
(CITY)

Illinois 60618
(ZIP CODE)

("Property Address");

ILLINOIS..SINGLE FAMILY..FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

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The Funds shall be held in an institution whose possessors are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, unusually analyzing the Escrow account, or verifying the Escrow items, and apply the Funds to pay the Escrow items, Lender is such an institution) or in any Federal Home Loan Bank. Lender may render to make such a charge, however, Lender may require to pay a one-time charge for, an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law prohibits otherwise. However, Lender may require Borrower to pay a one-time charge for, an independent real estate tax unless a service or arrangement is made or applicable law requires Lender to be paid, under such shall not be required to 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 account of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender to 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 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 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, at Lender's sole discretion.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain SecuritY instrument as set forth in the Note; (b) yearly leasehold payments or ground rents on the Property measured by (c) yearly hazard insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of mortgage loan insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require for Borrower's Escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2801 et seq. ("RESPA"), unless otherwise provided in the Note. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, if any, lessor of current data and lesser amounts. Lender may estimate the amount of Funds due on the basis of current data and lesser amounts of otherwise in accordance with applicable law.

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

LAW OF GRM GOVERNANCE, BOTTOWER AND LENCHER COVENANT AND AGREEMENT AS FOLLOWS:

coverants with limited variations by [insert] to constitute a uniform security instrument covering real property.

claims and demands, subject to any encumbrance of record.

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

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 replacements and additions 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 renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

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3. Inspection, Lender or its agent may make inspection 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.

B. Mortgage Insurance. If Lender requires 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 ceases to be in effect. Lender shall pay the premium required to maintain the mortgage insurance in effect, if the premium previously paid by Lender ceases to be equitably prorated by Borrower of the mortgage insurance premiums paid by Lender. If substantial liability insurance previously in effect, at a cost substantially equitably prorated by Borrower each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Lender, or otherwise agreed upon by Lender and Borrower when the insurance coverage is passed 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 render realtions) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage ends in accordance with any written agreement between Borrower and Lender or applicable law.

Any amounts disbursed by Lender under this paragraph / shall become additional debt of Borrower unless Security instrument, which shall bear interest from the date of disbursement at the rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property, such as a proceeding in bankruptcy, probable, 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 entitled to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is 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 10 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 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 repaided to Borrower, lender may choose to make this refund by reducing the principal owed under the Note or by making a partial prepayment without any charge under the Note.

12. Successors and Assignees Bound; Joint and Several Liability; Co-signers. The covernments and agreements of this Security instrument shall bind and benefit the successors and assignees 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 due to his/her not executing the Note: (a) is co-signing this Security instrument only to mortgagee, grant and convey "All Borrower's interests in the collateral security instrument to mortgagor, and (b) is not personalty liable to the Noteholder.

13. Note without that Borrower's consent. If the Note is made any accommodations with regard to the terms of this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, or bear or make any modifications with regard to the terms of this Security instrument; and (d) is not personally liable to pay the sums secured by this Security instrument; (e) is not personally liable to pay the sums property under the terms of this Security instrument; (f) is not personally liable to pay the sums secured by this Security instrument; and (g) is not personally liable to pay the sums secured by this Security instrument.

11. Borrower Not Responsible: For damages by Lender or extensions of time for payment of amortization of principal or interest by Lender shall not release this Security Instrument granted by Lender to any successor in interest of Borrower or to release the liability of the original Borrower or Borrower's successors in interest. Any instrument made by the original Borrower or Borrower's successors by Lender in exchange for any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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.

If the Proprietary instrument 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 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 sums secured by this Security instrument 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 total amount of the sums secured immediately before the taking, divided by the fair market value of the total amount of the sums secured by this Security instrument after the taking.

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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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 checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (specify) | <input type="checkbox"/> IHDA Rider | |

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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
19C/CMDTR//0884/3014(0990).L PAGE 8 OF 8

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

My commission expires:

Given under my hand and official seal, this 6th day of February, 1998.

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

I, the undersigned, a Notary Public in and for said county and state do hereby certify that
Thomas McGrath and Steven C. Kindra by MICHELLE A. LASS, HIS ATTY IN FACT

Counties:

STATE OF ILLINOIS

, County

[Space Below This Line For Acknowledgment]

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

IN FACT
Steven C. Kindra by MICHELLE A.
BORROWER

IN FACT
Thomas McGrath
(SEAL)

IN FACT
Thomas McGrath
(SEAL)

Witnesses:
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1
through 8 of this Securly instrument and in any adder(s) executed by Borrower and recorded with it.

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1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 6th day of February, 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 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:

4138 North Troy, Chicago, IL 60618
[PROPERTY ADDRESS]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

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

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

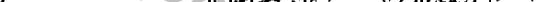
F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

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

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BORROWER

AT T Y I N F A C T
LAWYER, HIS
STAVEN C. KENDRA BY MICHELLE A.
BORROWER
(SEAL)

Thomas McGrath
-Borrower
(SEAL) 

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained pages 1 and 2 of this 1-4 Family Rider.

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

Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidation of the right of remedy of lender. This assignment of Rents shall terminate when all the sums secured by the Security instrument are paid in full.

Paragrapah, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take

Borrower represesents and warrants that he has not exceeded his authorized power in executing this instrument.

The Property and Portfolio derived from the Herts and Collegetown areas is shown as follows:

Landlord's agents or any individual ally appointed receiver shall be entitled to have a receiver appointed to take possession of and manage

and other charges on the Property, and then to the sums secured by the Security Instruments (a) Lender's costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to the sums secured by the Security Instruments.

the Predecessor and collecting the Benefits, including the Premiums, but still entitled to take over a share of the Assets, provided that the Predecessor has not breached any of the terms of the Agreement.

(i) Lender shall be entitled to collect and receive all interest due and unpaid to Lender or Lender's agents under this instrument; (ii) Lender shall be entitled to collect and receive all amounts due and unpaid to Lender or Lender's agents under the Promissory Note; (iii) Lender shall be entitled to collect and receive all amounts due and unpaid to Lender or Lender's agents under the Security Agreement.

11 Lender gives notice of breach to Borrower: (()) all Rents received by Borrower shall be held by Lender as trustee for the benefit of Lender only, to be applied to the sums secured by the Security

Given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

Given Borrower's failure to default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has paid the Rents to Lender or Lender's Agents. However, Borrower shall receive the Rents until (i) Lender has given Borroower notice of default or Lender's Agents, or (ii) Lender has given notice of termination of the Security Instrument.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION

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BIWEEKLY PAYMENT RIDER (FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 6th day of February 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: 4138 North Troy Chicago, IL 60618

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 March 26, 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. \$676.72

(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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If any one of the following conditions exist, 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 (this is called a "Conversion"). (i) I fail to deliver my written authorization and voided check as required under Section 3(C) above; (ii) I fail to maintain the account I am required to maintain under Section 3(C) above; (iii) if for any reason (including but not limited to insufficient funds or unavailability funds in my account or processing errors made by an entity other than the Note Holder) the Note Holder is unable to deduct the full biweekly payment due on any three biweekly payments due during the term. Upon conversion, automatic deductions will be deducted by means other than automatic deduction. Once converted, payments can never be changed back to biweekly due dates.

(C) CONVERSION FROM BIWEEKLY QUAMENTS

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

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If the Note Holder receives note charge to the Note Holder, if the Note Holder has not received the full amount of any a \$25.00 processing charge to the Note Holder, if the Note Holder has not received the full amount of any a 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 amount of the charge will be \$5.00. % of my overdue payment or the principal and interest. I will pay this late charge and processing charge promptly, but only once on each late payment.

(A) LATE CHARGE FOR OVERDUE PAYMENTS

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S. (OMITTED)

loan in full on July 15, 2021, which is called the "Maturity Date". If on the Maturity Date I still owe under this Note, I will pay those amounts in full on that date.

4 TERM

I understand and agree that the Note Holder, or an entity acting 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 until I have paid all amounts owed under this Note.

I will keep summeien funds in the account to pay for the full amount of each Divsersky payment made deductable to a new account with due. I will not change the account from which my biweakly payments are deducted to a new account with due Note Holder without the prior written consent of the Note Holder.

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B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

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

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

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

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

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

Thomas McGrath

Date

Steven C. Kindra, by MICHELLE A LAISS HIS ATTY
IN FACT

2/16/98

her adw. in fact.

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