

**UNOFFICIAL COPY** 98301699

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1998-04-16 09:00:46  
Cook County Recorder 35.00

AFTER RECORDING MAIL TO:

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

AP# BIALORU, 5729335  
LN# 5729335

— [Space Above This Line For Recording Data] —

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on April 3, 1998. The mortgagor is Keith Bialoruski and Sheryl Lynn Bialoruski, 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 One Hundred Thirty Five Thousand Five Hundred Dollars and no/100 Dollars (U.S. \$ 135,500.00). 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 May 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 23 IN BLOCK 4 IN W. F. KAISER AND COMPANY'S ARGYLE STREET SUBDIVISION OF LOTS 2 AND 3 IN THE PARTITION OF PART OF LOTS 2 AND 3 IN REE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-10-322-018 ,

,  
,

which has the address of 4907 N. Kenneth  
[STREET]

Illinois 60630 ("Property Address");  
[ZIP CODE]

Chicago  
[CITY]

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**BOX 333-CTI**

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**UNIFORM COVENANTS; DEEDS OF REDEMPTION** Subject to applicable law or to a written waiver by Lender, 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 claims and demands, subject to any encumbrances or taxes.

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 claimants other than the Creditor.

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

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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 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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8. Mortgage Insurance. If Lender required mortgagor to make loan secured by this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance as a condition of making the loan secured by this Security instrument. It, for any reason, the mortgage insurance coverage required by Lender ceases to be in effect, Borrower shall pay the premium required to obtain coverage subsequently to the date previously paid by Lender. If substantiality 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 required) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium required to maintain mortgage insurance in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or his 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 causes for the inspection.

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

7. Protection of Lender's Rights. 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 to make repairs. Although Lender may take action reasonably necessary to protect the Property, Lender does not have to do so.

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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 taking. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

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

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

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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 to Borrower or Lender's address by notice to Lender shall be given by first class mail to Lender's address designated herein or any other address Lender designates by notice to the Property Address or any other address Lender designates by notice to the Note which can be given to the Note holder without the conflict of law of the jurisdiction in which the Property is located. In the event that any provision of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument or the Note which can be given to the Note holder without the conflict of law of the jurisdiction or the Note which can be given to the Note holder without the conflict of law of the jurisdiction in which the Property is located.
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 instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument or the Note which can be given to the Note holder without the conflict of law of the jurisdiction or the Note which can be given to the Note holder without the conflict of law of the jurisdiction in which the Property is located.
16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security instrument.
17. Transfer of 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 any interest is not a neutral position) without Lender's prior written consent, Lender may, at his option, require Lender to exercise his right to have enforcement discretion in this Security instrument before sale of the Property or any part of the Property or any interest in it.
18. Borrower's Right to Retain title. If Borrower meets certain conditions, Borrower shall have the right to have enforcement discretion in this Security instrument before sale of the Property or any interest in it.
19. Sale of Note; Change of Loan Servicer. The Note or a portion thereof may be sold one or more times without prior notice to Borrower. A sale together with this Security instrument may be sold one or more times without prior notice to the Note holder. (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property or any interest in it.
20. Hazardous Substances. Borrower shall not cause the presence, use, or storage on the property of small quantities of hazardous substances or release of any hazardous substances on or in the property that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances or release of any hazardous substances on or in the property that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances or release of any hazardous substances on or in the property that is in violation of any environmental law.

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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:

Keith Bialoruski (SEAL)  
Keith Bialoruski -BORROWER

Shery Lynn Bialoruski (SEAL)  
Shery Lynn Bialoruski -BORROWER

(SEAL)  
-BORROWER

(SEAL)  
-BORROWER

(SEAL)  
-BORROWER

(SEAL)  
-BORROWER

[Space Below This Line For Acknowledgment]  
STATE OF Illinois , Cook County es:

I, the undersigned , a Notary Public in and for said county and state do hereby certify that Keith Bialoruski and Shery Lynn Bialoruski

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 3rd day of April, 1998.

My commission expires: //  
"OFFICIAL SEAL"  
Susan P. Hanley  
Notary Public, State of Illinois  
My Commission Expires 10/06/99

Susan P. Hanley  
Notary Public

This instrument was prepared by: Diana Dahl

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

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- Adjustable Rate Rider       Grandomilium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) [Specify]       IHDA Rider

24. Rides to this Security instrument. If one or more riders are executed by Croucher and recorded together, with this Security instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument. [Check applicable box(es)]

23. Weiver 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  
such security instrument charges to Borrower. Borrower shall pay any recordation costs.

21. **NON-UNIFORM COVENANTS:** Borrower shall give notice to Borrower prior to acceleration following  
acceleration under paragraph 17 unless applicable law provides otherwise. The notice shall  
specify: (a) the defaulter; (b) the action required to cure the defaulter; (c) a date, not less than 30 days  
from the date the notice is given to Borrower, by which the defaulter must be cured; and (d) that failure  
to cure the defaulter before the date specified in the notice will result in acceleration of the sums  
deflected by this Security Instrument, regardless of the nature of the defaulter; (e) a date, not less than 30 days  
from the date the notice is given to Borrower, by which the defaulter must be cured; and (f) that failure  
to cure the defaulter before the date specified in the notice will result in acceleration of the sums  
deflected by this Security Instrument, regardless of the nature of the defaulter.

Substances shall remain under written notice of any investigation, claim, demand, lawsuit or other action by any government agency or regulatory authority involving the Property and any action by the Borrower shall promptly render written notice to normal residential uses and to maintenance of the Property.

Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns of or notices any violation of environmental law or regulation by any government agency or regulatory authority, the Property and any action by the Borrower shall promptly render written notice to normal residential uses and to maintenance of the Property.

Borrower shall remain under written notice of any investigation, claim, demand, lawsuit or other action by any government agency or regulatory authority involving the Property and any action by the Borrower shall promptly render written notice to normal residential uses and to maintenance of the Property.

Hazardous Substances or Environmental Law is noticed by any government authority or regulatory authority, that any removal or other remediation of any hazardous substance or environmental hazard is necessary, Borrower shall promptly take all necessary 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 materials combustible or flammable products, acidic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and laws of radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal, state and local laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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