1999-10-04 10:18:53

Cook County Recorder

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage Corporation

1350 E. Touhy Ave. Suite 160W

Des Plaines, IL 60018

AP# NANDA, S7383649 LN# 0007383649

-{Space Above This Line For Recording Data}-

### MORTGAGE

THIS MORTGAGE (Security Instrument") is given on September 28, 1999. The mortgagor is Satyawan Nanda, Single/Never Married

("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, 12 50634

("Lender"). Borrower owes Lender the principal sum of One Hundred Ninety Thousand Dollars and no/100

(U.S. \$ 190,000,00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly or ments, with the full debt, if not paid earlier, due and payable on Sharpy and 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 Forrower'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.

UNIT 6018 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 175 EAST DELAWARE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22434263, AS AMENIED FROM TIME TO TIME, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSTIP 3 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY

17-03-220-020-1331 ,

which has the address of

175 EAST DELAWARE UNIT 6018 [STREET]

CHICAGO [CITY]

Illinois

60601 [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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at Lender's sole discretion.

make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall

instrument. the Funds was made. 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 to which each debit to that interest shall be paid on the Funds. Lender shall give to Borrower, wirnou' charge, an annual pay Borrower any interest or earnings on the Funds. Borrower and Lender may 20 ree in writing; however, Unless an agreement is made or applicable law requires interest to be paid, I ender shall not be required to

reporting service used by Lender in connection with this loan, unless approable law provides otherwise. Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax Bank Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, analyzing the escrow account, or verifying the Escrow Items, unless instrumentality, or entity (including Lender, if Lender is such at institution) or in any Federal Home Loan The Funds shall be held in an institution whose denosits are insured by a federal agency, expenditures of future Escrow Items or otherwise in accordance with applicable law. may estimate the amount of Funds due on the hasis of current data and reasonable estimates of Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender U.S.C. § 2601 et seq. ("RESPA"), unless another in that applies to the Funds sets a lesser amount. If so,

account under the federal Real Estate Settlencin Procedures Act of 1974 as amended from time to time, 12 maximum amount a lender for a federally related, mortgage loan may require for Borrower's escrow called "Escrow Items." Lender may, at 2/1/2 time, collect and hold Funds in an amount not to exceed the the provisions of paragraph 8, in the payment of montgage insurance premiums. These items are mortgage insurance premiums, if any and (f) any sums payable by Borrower to Lender, in accordance with (c) yearly hazard or property marrance premiums; (d) yearly flood insurance premiums, if any; (e) yearly Instrument as a lien on the Picherty; (b) yearly leasehold payments or ground rents on the Property, if any; full, a sum ("Funds") for: (2) yearly taxes and assessments which may attain priority over this Security

Borrower shall pay to Lander on the day monthly payments are due under the Note, until the Note is paid in

Subject to applicable law or to a written waiver by Lender, 2. Funds for Tax 🙉 and Insurance. charges due und ar trie Note. pay when due in principal of and interest on the debt evidenced by the Mote and any prepayment and late 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly

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

covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform claims and demands, subject to any encumbrances of record.

encumbrances of record. Borrower warrants and will defend generally the title to the Property against all

right to mortgage, grant and convey the Property and that the Property is unencumbered, except for BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the

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

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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 reads 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 runish 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. Bor, ower 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.

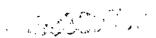
All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewal shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt 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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cause for the inspection.

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

8. Mortgage Insurance. If Lender required mortgage in surance 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 inortgage insurer approved by Lender of the mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previously being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use, and no longer be these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments as a loss reserve in lieu of mortgage insurance coverage (in the amount and for the periods that required) provided by an insurer approved by Lender again becomes available and is obtained. Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. It is required by 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 reserve, until the requirement for mortgage insurance ends in accordance with any written agreement reserve, until the requirement for mortgage insurance ends in accordance with any written agreement reserve, until the requirement for mortgage insurance ends in accordance with any written agreement required to applicable law.

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

agreements contained in the Property (euch 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 profect the value of the Property and Lender may do and pay for whatever is necessary to profect the value of the Property and Lender may to make repairs. Although Lender may take action any sums secured by a lien which has profity over this Security Instrument, appearing in court, paying any sums secured by a lien which has profity over this Security Instrument, appearing in court, paying not secured by a lien which has profity over this Security Instrument, appearing in court, paying under this paragraph 7, Lender does not have to do so.

7. Protection of Lemer's Rights in the Property. If Borrower fails to perform the covenants and

leasehold and the fee tile shall not merge unless Lender agrees to the merger in writing. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a Jeasehold, connection with the loan evidenced by the Note, including, but not limited to, representations concerning information or statements to Lender (or failed to provide Lender with any material information) in shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this default if any forteiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in 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 Property as Borrower's principal residence for at least one; year, after the date, of occupancy, unless Lender residence within sixty days after the execution of this Security Instrument and shall continue to occupy the

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lean Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal

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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 coendoned 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; Forbearar. 22 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 perate 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 Forrower 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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sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous

else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage,

notice will also contain any other information required by applicable law. name and address of the new Loan Servicer and the address to which payments should be made. The notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer this Security Instrument) may be sold one or more times without prior notice to brirower. A sale may

result in a change in the entity (known as the "Loan Servicer") that collects monthiy payments due under 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with

acceleration under paragraph 17. effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of reinstatement by Borrower, this Security Instrument and the obliganding secured hereby shall remain fully Borrower's obligation to pay the sums secured by this Security instrument shall continue unchanged. Upon 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 any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, due under this Security Instrument and the Note as if no a coleration had occurred; (b) cures any default of this Security Instrument. Those conditions are that Borrov er: (a) pays Lender all sums which then would be pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing days (or such other period as applicable law may specify for reinstatement) before sale of the Property right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the

without further notice or demand on Borrovier.

to the expiration of this period, Londer may invoke any remedies permitted by this Security Instrument Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior provide a period of not less that 30 days from the date the notice is delivered or mailed within which If Lender exercises this curion, Lender shall give Borrower notice of acceleration. The notice shall

be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. immediate payment in this of all sums secured by this Security Instrument. However, this option shall not Borrower is not a manufal person) without Lender's prior written consent, Lender may, at its option, require any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or

16. Aurower's Copy. Borrower shall be given one conformed copy of the Note and of this Security 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. Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions law of the jurisdiction in which the Property is located. In the event that any provision or clause of this

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

Any notice to Borrower provided for in this Security Instrument shall be given by

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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 ashestos 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, afety or environmental protection.

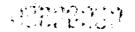
NON-UNIFORM COYENANTS. Borrower and Lender further covenant and agree as follows:

- 21. Acceleration; Renedies. 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 Porrower, 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, fore losure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the light 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 represent in 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 bc\*(es)]

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Adjustable Rate Rider	X Condominium Rider		14 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	X	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider		Second Home Rider
Other(s) [specify]	☐ IHDA Rider		
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ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0894/3014(0990)-L PAGE 7 OF 8

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## 9992233

	Given under my hand and official seal, this 28th day of Septen  My commission expires:  "OFFICIAL SEAL"  LEAH E, STEWART  MOTARY PUBLIC, STATE OF ILLINOIS  Address: 1350 E. Touhy, Suite 160 West  Address: 1
s subscribed to the foregoing si a that he she she song and purposes therein	personally known to me to be the same person(s) whose rame(s) instrument, appeared before me this day in person, and acknowledged delivered the said instrument as his/her if tee and voluntary ac, if
ty and state do hereby certify that	I, the limit is not but lic in and for said county but lic in and for said county a Motary Put lic in and for said county a said county and a said county a
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-BORROWER and recorded with it.	Witheesees:  Satyawan Manda  Satyawan Manda
covenants contained in pages 1	BY SIGNING BELOW, Bonower accepts and agrees to the terms and
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ILLINOIS--SINGLE FAMILY--FUMA/FHLMC UNIFORM INSTRUMENT

AP# NANDA, \$7383649

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### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 28th day of September, 1999 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

175 EAST DELAWARE UNIT 6018, CHICAGO, IL 60601 [PROPERTY ADDRESS]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Delaware Place

### [NAME OF CONDOMINIUM PROJECT]

(the "Condominium Project",. if the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses. proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further co /er.ar.it and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The 'Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condomir ium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the control payment to Lender of the

yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain haza d insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration of repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable of Sorrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

MULTISTATE CONDOMINIUM RIDER--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT ISC/CRID\*\*//0494/3140(0990)-L PAGE 1 OF 2 Form 3140 9/90 Rev 8/91

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benefit of Lender;

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Lender and with Lender's prior	E. Lender's Prior Consent. Borrower shall not, except after notice to
	written consent, either partition or subdivide the Property or consent to:
for abandonment or termination	(i) the abandonment or termination of the Condominium Project, except
y or in the case of a taking by	required by law in the case of substantial destruction by fire or other casualt
	condemnation or eminent domain;
the provision is for the express	(ii) any amendment to any provision of the Constituent Documents if

by the Owners Association unacceptable to Lender. (iv) any action which would have the effect of rendering the public liability insurance coverage maintained Association; or

eramination of professional management and assumption of self-management of the Owners

secured by the Scourity Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts pay them. Any goonnts disbursed by Lender under this paragraph F shall become additional debt of Borrower If Borrower does not pay condominium dues and assessments when due, then Lender may F. Remedies.

from Lender to Borrov et requesting payment. shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice

this Condominium Rider. BY SIGNING BELOV! Porrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of

DOOD OF -BORROWER (SEAL) -BORROWER (SEAL) -BORRÓWER (SEAL) Nanda BORROWER (SEAL)

Form 3140 9/90 Rev 8/91 PAGE 2 OF 2 ISC/CHID\*\*//0494/3140(0990)-L MULTISTATE CONDOMINIUM RIDER--SINGLE FAMILY--FUMA/FHLMC UNIFORM INSTRUMENT

**UNOFFICIAL COPY** 

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## BIWEEKLY PAYMENT RIDER (FIXED RATE)

THIS BIWEEKLY PECNENT RIDER is made this 28th day of September 1999 and is incorpurated 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: 175 EAST DELAWARE UNIT 6018 CHICAGO, IL 60601

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 November 4 , 1999 . 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 blweekly 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. \$680.59

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### (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

I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

I understand 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.

#### 4. TERM

If I make all my biweekly payments on time and pay all other amounts owed under this Note, I will repay my , which is called the "Maturity Date". If on the Maturity Date I still loan in full on September 8, 2022 owe under this Note, I will pay those amounts in full on that date.

- 5. (OMITTED)
- 6. (OMITTED)

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

(A) LATE CHARGE FOR OVERDUE PAYMENTS

If the Note Holder does note receive the full amount of any biweekly payment on the date it is due, I will pay a \$25.00 processir o charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of calendar days after the date it is due, I will pay the principal and interest. I will pay this late charge and processing charge promptly, but only once on each late payment.

(B) DEFAULT

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

(C) CONVERSION FROM BIWEEKLY . AYMENTS

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 Sacrion 3(C) above; ii) I fail to maintain the account I am required to maintain under Secion 3(C) above; iii) If for any reason (including but not limited to insufficient funds or unavailable 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 ciweekly payment due on any three biweekly payment due dates during any twelve consecutive months of the lean term. Upon conversion, automatic deductions will cease. All monthly payments will be due on the first day of each month and must be remitted by means other than automatic deduction. Once converted payments can never be changed back to biweekly due dates.

The Note Holder will determine my new payments by calculating an amount sufficient to repay the balance which would be owed under the Note (assuming all payments had been made on time) at the increased rate in substantially equal monthly installments from the effective date of the interest rate increase to the Maturity Date. As soon as the Note Holder elects to convert payments to monthly due dates, a Conversion Notice will be sent to me specifying the effective date of the change to monthly due dates; the amounts of the new monthly payments; the new interest rate; the effective date of the interst rate increase; and the aggregate amount of any past due payments. The effective date of the change to monthly due dates will, however, precede the effective date of the interest increase. Monthly payments which precede the effective date of the interst rate increase will be calculated at the original interst rate and may include interest and principal payments for any number of days which fall between the last biweekly payment due date and effective date of change to monthly due dates. The amounts of these monthly payments will also be set forth in the Conversion Notice. After Coversion, I will pay all sums due, pursuant to the Conversion Notice, and if I still owe amounts under this Note on the Maturity Date, I will pay those amounts in full on that date in accordance with Section 4 above.

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B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

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

Satyawan Nanda

Coot County Clert's Office

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