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Doc#: 0634904031 Fee: \$36.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 12/15/2006 02:27 PM Pg: 1 of 7

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Parcel # 350000 11 CU

Prepared By:

**BARBARA DARDEN** 

JPMorgan Chase Bank, N.A.
National Home Equity Post Closing KY2-1(06
P.O. Box 11606
Lexington, KY 40576-1606

1044051A

Reference # 062991533156 Servicing # 0918188239

## ILLINOIS CLOSED-END MORTGAGE

KRISTOPHER D ZAMBO	. The mortgagor is
	10
This Mortgage is given to <u>JPMorgan Chase Bank,</u> N.A. a national banking association whose address is	0/5c.
1111 Polaris Parkway, Columbus, OH 43240 ("Lender") or its successors or assignees. Any communication to the Lender should	
C/O Chase Home Finance LLC, 3415 Vision Drive, P. O. Box 24696, Columbus, OH 432 In this Mortgage, the terms "you," "your" and "yours" refer to the mortgagor(s). The	
to the Lender. You owe us the principal sum of	
Fifty Thousand and 00/100	Dollars
(\$ 50,000.00 ). This debt is evidenced by your note ("Note") dated the which provides for monthly payments, with the full debt, if not paid e November 21, 2021 . This Mortgage secures to us: (a) the repaym	arlier, due and payable on
Note, with interest, and all renewals, extensions and modifications of the Note; (b) with interest, advanced under this Mortgage to protect the security of this Mortgage; covenants and agreements under this Mortgage and the Note. For this purpose, yet	the payment of all other sums, and (c) the performance of your
convey to us and our successors and assigns the property located inCOO	

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and more fully described in EXHIBIT\_A, which is attached hereto and made a part hereof, which property is more commonly known as

1722 NORTH BISSELL, CHICAGO, IL 60614-5506

("Property Address");

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 Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

YOU COVENANT that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

YOU AND WE coverant and agree as follows:

- 1. Payment of Principal, Interest and Other Charges. You shall pay when due the principal of and interest owing under the Note and all other charges due under the Note.
- payments of Taxes and Insurance. You will pay, when due, all taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). We specifically reserve to ourself and our successors and assigns the unilateral right to require that you pay to us on the day monthly payments are due an amount equal to one-twelfth (1/12) of the yearly taxes, and assessments (including condominium and planned unit divelopment assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard and mortgage insurance, all as we reasonably estimate initially and from time to time, as allowed by and in accordance with applicable law.
- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Note and Section 1 will be applied by us as permitted under the Note.
- 4. Prior Mortgages; Charges; Liens. You shall perform all of your obligations under any mortgage, deed of trust, or other security instruments with a lien which has priority over this Mortgage, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly. You shall promptly discluded any control of the following the first paragraph and disclosed to us in your application or in any title report we obtained) which has priority over this Mortgage.
- 5. Hazard Insurance. You shall keep the Property insured against loss by fire, hazarus included within the term "extended coverage" and any other hazards, including floods or flooding, for which we require. This insurance shall be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals shall be acceptable to us and shall include a standard mortgagee clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices.

If you fail to maintain coverage as required in this section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions of Section 7. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property therein. You also understand and agree that the premium for any such insurance may be higher than the premium you would pay for such insurance.

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You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days our notice to you that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when notice is given. Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition.

You shall not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property

- 6. Preservation and Maintenance of Property; Leaseholds. You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. If this Mortgage is on a leasehold, you shall comply with the lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.
- 7. Protection of Our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this hor gage, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then we may do, and pay for, any thing necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sur is secured by a lien which has priority over this Mortgage or any advance under the Note or this Mortgage, appearing in court, paying reasonable attorneys' fees, paying any sums which you are required to pay under this Mortgage and antering on the Property to make repairs. We do not have to take any action we are permitted to take under this paragraph. Any amounts we pay under this paragraph shall become additional debts you owe us and shall be secured by this Mortgage. These amounts shall bear interest from the disbursement date at the rate established under the Note and shall be payable, with interest, upon our request. If we required mortgage insurance as a condition of making he Dan secured by this Mortgage, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.
- 8. Inspection. We may make entries in and upon the Property to inspect same at any reasonable time and upon reasonable notice.
- 9. Condemnation. The proceeds of any award for damages, direct or 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 us. If the Property is abandoned, or if, after condemnor offers to make an award or settle a claim for damages, you fail to respond date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments payable under the Note and paragraph 1 or change the amount of such payments.

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- 10. You Are Not Released; Forbearance by Us Not a Waiver. Extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by us to any of your successors in interest shall not operate to release your liability or the liability of your successors in interest. We shall not be required to commence proceedings against any successor in interest, refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by you or your successors in interest. Our forbearance in exercising any right or remedy shall not waive or preclude the exercise of any right or remedy.
- agreements of this Mortgage shall bind and benefit your successors and permitted assigns. Your covenants and agreements shall be joint and several. Anyone who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Note, but is obligated to pay all other sums secured by this Mortgage; and (c) agrees that we and anyone else who signs this Mortgage may agree to extend, modify, forbear or make any accommodations regarding the terms of this Mortgage or the Note without such person's consent.
- 12. Loan Charges. If the loan secured by this Mortgage 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 you which exceed permitted limits will be refunded to you. Warnay choose to make this refund by reducing the principal owed under the Note or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. Notices. Unless otherwise required by aw, any notice to you provided for in this Mortgage shall be delivered or mailed by first class mail to the Property Address or any other address you designate by notice to us. Unless otherwise required by law, any notice to us shall be given by first class mail to our address stated above or any other address we designate by notice to you.
- 14. Governing Law; Severability. The extension of credit secured by this Mortgage is governed by federal law, which for the purposes of 12 USC ° 85 incorporates Ohio law. However, the interpretation and enforcement of this Mortgage shall be governed by the law of the jurisdiction in which the Florerty is located, except as preempted by federal law. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.
- 15. Transfer of the Property. If all or any part of the Property or any interest in it is said or transferred without our prior written consent, we may, at our option, require immediate payment in full of all sures secured by this Mortgage. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Mortgage.
- 16. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Mortgage) may be sold one or more times without prior notice to you. 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 Mortgage. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Note. If there is a change of the Loan Servicer, you will be given written notice of the change as required by 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 information required by applicable law.

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- 17. Hazardous Substances. You shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. You 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 Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You shall promptly give us 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 you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Mortgage, "Hazardous 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 Mortgage, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
- 18. Acceleration Remedies. We shall give you notice prior to acceleration following your breach of any covenant or agreement in this Mortgage (but not prior to acceleration under Section 15 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 20 days from the date the notice is given to you, 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 Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform you 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 you may have to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, we may, at our option, require immediate payment in fall of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. We shall be entitled to collect all expenses incurred in pursuing the remedies provided this Section 18, including, but not limited to, reasonable attorneys' fees as permitted by applicable law, who not to exceed 20% of the amount decreed for principal and interest (which fees shall be allowed and paid as part of the decree of judgment), and costs of title evidence.
- 19. Discontinuance of Enforcement. Notwithstanding our acceleration of the sums secured by this Mortgage under the provisions of Section 18, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this Mortgage.
- 20. Release. Upon payment of all sums secured by this Mortgage, we will release this Mortgage without charge to you. If we are requested to record the release of this Mortgage, you vill pay all costs of recordation, if any.
- 21. Additional Charges. You agree to pay reasonable charges as allowed by law in conjection with the servicing of this loan including, without limitation, the costs of obtaining tax searches and subordinations. Provided, however, that nothing contained in this section is intended to create and shall not be construed to create any duty or obligation by us to perform any such act, or to execute or consent to any such transaction or matter, except a release of the Mortgage upon full repayment of all sums secured thereby.
- 22. Waiver. No waiver by us at any time of any term, provision or covenant contained in this Mortgage or in the Note secured hereby shall be deemed to be or construed as a waiver of any other term, provision or covenant or of the same term, provision of covenant at any other time.
  - 23. Waiver of Homestead. You waive all right of homestead exemption in the Property.

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Mortgage, the covenants and agreements of each	ore riders are executed by you and recorded together with such rider shall be incorporated into and shall amend lortgage as if the rider(s) were a part of this Mortgage. [Ch	and
Condominium Rider	1-4 Family Rider	
Planned Unit Development Rider	Other(s)	
BY SIGNING BELOW, You accept and agree to the rider(s) executer by you and recorded with it.	e terms and covenants contained in this Mortgage and in	any
Signed, sealed and derivered in the presence of:		Seal)
Witness:	KRISTOPHER D ŽAMBO	
	,	eal)
		eal)
	(Se	eal)
STATE OF ILLINOIS, COOK 1. Ernisto Maldonado	County ss:, a Notary Public in and for said county a	and
state, do hereby certify that Kristopher b. be the same person(s) whose name (s) before me this day in person, and acknowledged that	, personally known to me subscribed to the foregoing instrument, appear he signed and delivered the said instrument e uses and purposes therein set forth.	e to red
Given under my hand and official seal this $ \mathcal{U} $	day of November 3006	٠
Notary Public  13/14/06  My Commission expires:	OFFICIAL SEAL ERNESTO MALDONADO	ois.
· · · · · · · · · · · · · · · · · · ·	NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. DEC. 1 2006 Page 6 of 6	

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### Exhibit "A"

The land referred to herein is situated in the State of Illinois, County of Cook described as follows:

### PARCEL 1:

LOT 138 (EXCEPT THE NORTHWESTERLY 15.762 FEET THEREOF) AND THE NORTHWESTERLY 6.749 FEET OF LOT 139 (EXCEPT FROM SAID LOTS 138 AND 139, THE SOUTHWESTERLY 50 FEET THEREOF) IN THE SUBDIVISION OF PLOCK 6 IN SHEFFIELD'S ADD TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAS I'CL' THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

AN EASEMENT FOR ACCESS AND INGRESS AND EGRESS ACROSS THE SOUTHWESTERLY 50 FEET OF LOTS 135 TO 141, 145 TO 155 AND 157 TO 160, IN SUBDIVISION OF BLOCK 6 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSLIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, EASEMENTS AND PARTY WALL RIGHTS DATED SEPTEMBER 3, 1987 AND RECORDED SEPTEMBER 18, 1987 AS DOCUMENT 87511039.

SOURCE OF TITLE: DOCUMENT 0600940181 (RECOPDED 01/09/2006)

APN: 14-32-425-093-0000

U352210F.9-01RD07

MORTGAGE

LOAN# 62991533156

US Recordings