UNOFFICIAL Third in the day of pared by:

7111 W. Foster/Chicago, IL 60656

MORTGAGE

85341709

THIS MODIFICAGE is made this 5TH day of December
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THIS MORTGAGE is made this 5TH day of December 19.55, between the Mortgagor, MARTHA NIELSON and EUGENE H. NIELSON, her husband
LIBERTY SAVINGS (herein "Borrower"), and the Mortgagee, a corporation organized and existing under the laws of THE STATE OF ILLINOIS whose address is. 7111 W. Foster
LIBERTY SAVINGS and a corporation organized and
existing under the laws of THE STATE OF ILLINOIS
7111 W Foster
whose address is
Chicago, IL 60656 (herein "Lender").
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 19,,000.00

which indebtedness is evidenced by Borrower's note dated December, 5,, 1985 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on ... December 25, 1992.....;

To Secure to Let der the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with in erest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the co. er ants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the folicking described property located in the County of Cook State of

Lot 46 in Block I in Loucks and Bauer's Resubdivision of Block 11 in Killer R. Jones Supaivision of the North 120 Acres of the South West 1/4 of Section 23, Icwnship 40 North, Range 13 East of the Third Principal Meridian, in Look County, Illinois

Commonly Known as: 3706 W. Eddy St./Chicago, IL 60618 Permanent Real Estate Index Ro. 13

SOUNTY CLOPA'S C

THSISAJUNIOR MORTGAGE

which has the address of	3706 W. Eddy Street	Chicago
	(Street)	(City)
Illinois	(herein "Property Address	s'');
12m Cada I		

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

... sidt, hase lafsfilte bas basel, this ...

personally apout to me to be the same person, and so in the name (s) subscribed to the foregoing instrument, agreed before me to be the said instrument as a figure voluntary act, for the uses and purpose. It crein set forth

HOVAL A BOYAL ON STATE OF SAID SOUR Public in and for east county and state, do faceby certify that the part of the face of the face of the same to be the s

STORTH ADELVIS (OC)

County ss:

THE WEST WITH STATE OF THE PARTY.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

delatift under the superior encumbrance and of any sale or other foreclosure action.

Borremen and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has gelority over this Mortgage to give Motice to Lender's address set forth on page one of this Mortgage; of any

MOKICYCES OR DEEDS OF TRUST AND FORECLOSURE UNDER SUPERIOR REQUEST FOR NOTICE OF DEFAULT

લીકે કેલ્લું કેલ્લુ કરાવાલું જ રહી જો કે કુલિકા અને કિલ્લા કરી તેને છે. જે જે જે જોઈ કેલ્લા કેલ્લું કેલ્લા કેલ

estend. Borrower hereby walves all right of homestead exemption in the Property.

charge to Borrower. Borrower shall pay all costs of recordation, if any

per Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without My for those rents actually received.

onable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to ent of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's seed by a court to enter upon, take possession of and manage the Property and to collect the rents of the souls the applied first to payment of the costs of Lipon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a

10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Portower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be designated to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorney: fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Bor ower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein. excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the great of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferse, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted. Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower nay may the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedics. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any suris secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 he eot specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the lot ce is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach 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 Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage. Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

ment with a flen which has priority over this mortgage. any condemnation or other taking or the troperty or the triminal, or for comey ner in teu of condemnation, are needly assigned and shall be pind of Let der, subject to the erms of any mongage, died of the story other security agree-

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with related to Lender's interest in the Property.

provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. ment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall

Borrower's and Lender's written agreement or applicable law.

maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to reasonable attorneys fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage Lender, at Lender's option, upon notice to Borrower, may make such appearances, disbutse such sums, including Morigage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Trotection of Lender's Security if Borrower fails to perform the covenants and agreements contained in this

tions of the condominium or planned unit development, and constituent documents. declaration or covenants creating or governing the condominium or planned anit development, the by-laws and reguladominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the Property and shall comply with the provisions of any lease if this Morigage is on a leasthold if this Mc. gage is on a unit

ower shall keep the Property in good repair and shall not commit waste or permit impairment or certoration of the vation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments, Bor-

or to the sums secured by this Mortgage. authorized to collect and apply the insurance proceeds at Lender's option either to restoration of the Property notice is malled by Lender to Borrower that the insurance carrier offers to settle a cialm for Lander to benefits, Lender is

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lende ("41," in 30 days from the date proof of loss if not made promptly by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

or other security agreement with a lien which has priority over this Mortgage. Lender shall have the right to hold the policies and renewals thereof, subject to he terms of any mortgage, deed of trust acceptable to Lender and shall include a standard mortgage clause in ravor of and in a form acceptable to Lender.

that such approval shall not be unreasonably withheld. All insurance, I olic es and renewals thereof shall be in a form The insurance carrier providing the insurance shall be chosen by borrower subject to approval by Lender; provided,

may require and in such amounts and for such periods as Lender may of life, insured against loss by fire, hazards included within the term ". stom od coverage"; and such other hazards as Lender

series Borrower shall keep the improvement now existing or hereafter erected on the Property

Mortgage, and leaschold payments or ground rents, if any. sements and other charges, fines and impositions attribut, ble to the Property which may attain a priority over this including Borrower's coverants to make payments when due. Borrower shall pay or cause to be paid all taxes, under any mortgage, deed of trust or other security egreement with a lien which has priority over this Mortgage,

4. Prior Mortgages and Doods of Trust, Chart. Borrower shall perform all of Borrower's obligations Borrower under paragraph 2 hereof, then to into est payable on the Note, and then to the principal of the Note.

the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

hold by Lender at the time of application as a credit against the sums secured by this Mortgage. Lender shall apply, no later than immedia'cly prior to the sale of the Property or its acquisition by Lender, any Funds

held by Lender, If under paragrap b 7 hereof the Property is sold or the Property is otherwise acquired by Lender, Upon payment in full of all of all of all of the secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

Lender may require they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

the Punds held by Lender and not be sufficient to pay taxes, assessments, insurance premiums and ground rents as either promptly rep. id 1.5 Borrower or credited to Borrower on monthly installments of Funds. If the amount of taxes, assessment: "rant mee premiums and ground rents as they fall due, such excess shall be, at Borrower's option, the due dates of it ...cs, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to Funds are piedge! as additional security for the sums secured by this Mortgage: the Funds (Loving credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender

and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are

deed of trust if such holder is an institutional lender.

such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make premium installments for morigage insurance, if any, all as reasonably estimated initially and from time to time by Property, Wany, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the in full, saum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and to Lander on the day monthly payments of principal and interest are payable under the Note, until the Note is paid the low laune and lasurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay

ess evidenced by the Note and late charges as provided in the Note. Trincipal and Interest. Borrower shall promptly pay when due the principal and interest INITIONAL COVENANTS. Borrower and Lender covenant and agree as follows: