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BOX 106

86119637

A-2398

(Space Above This Line For Recording Data)

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 25, 1986. The mortgagor is SAM MANCIAMELE AND MARIA MANCIAMELE, his wife, ("Borrower"). This Security Instrument is given to LIBERTY SAVINGS, which is organized and existing under the laws of State of Illinois, and whose address is 7111 W. Foster Ave., Chicago, Illinois 60656 ("Lender"). Borrower owes Lender the principal sum of THREE HUNDRED THOUSAND AND NO/100 Dollars (U.S. \$300,000.00~~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, 1991. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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:

Lots 46, 47 and 48 in Block 4 in Cross North Addition to Chicago, a subdivision of the Southwesterly 1/2 of the East 1/2 of the Southeast 1/4 of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

Commonly known as 3346-58 N. Paulina Chicago, Illinois 60657
Permanent Index Number 14-19-422-021-0000

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which has the address of 3346-58 N. Paulina, Chicago, Illinois
60657 ("Property Address");
(Street) (City)
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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 property.

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This instrument was prepared by H. E. REVELL, A. NOVAK, 2121 W. ROTTER AV., CHICAGO, IL 60656.

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My Commission Expires:

Witnesses my hand and official seal this
day of September 1986

they executed said instruments for the purposes and uses herein set forth.

I, HEVERLY A. NOVAK, Notary Public in and for said county and state, do hereby certify that SAM MAGNAMEE AND MARIA MAGNAMEE, wife, a Notary Public in and for said county and state, do hereby certify that have executed same, and acknowledge said instrument to be true.

STATE OF ILLINOIS COUNTY OF COOK
SS: {

By SIGNING Below, Party A agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider** **Condominium Rider** **Planned Unit Development Rider** **Graduated Premium Rider** **Other(s) [Specify]**

Security), it is agreed, the convenants and agreements of each such reader shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the reader(s) were a part of this Security Instrument [Check if applicable box(es)].

22. **Waver of Homeestead.** Borrower waives all rights of homestead exemption in the Property.

21. Release. Upon receipt of all sums received by this Security Instrument, Lender shall release this Security Receiver's Bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument.

20. Leader in Possession, Upon cessation of any period of redemption following Paragraph 19 or abandonment of the Property and at any time promoted receiver (in person, by agent or by judicially appointed trustee) shall be entitled to enter upon, take possession of and manage the Property and to collect rents, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

Under shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including legal fees, costs, and attorney's fees.

severed by the security instruments, to realize the right to remunerate by judicial proceeding. The notice must therefore be given to the debtor or his representative to assert in the form of a demand that the debt be paid within a reasonable time limit. If the debtor does not pay, the creditor may then sue him in court to collect the debt.

unless a applicable law provides otherwise). The notice shall specify: (a) the date required to cure the default; (b) the action required to cure the default; (c) a date, not later than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums and interest due.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 13 and 17).

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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 cause for the inspection.

9. 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, 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.

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.

10. 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.

11. Successors and Assigns Bound; Joint and Several Liability; Cosigners. 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.

12. 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument until paid in full.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 to enforce a judgment or attachment, Lender may do and pay for whatever is necessary to protect the value of the Property over Lender's rights in the Property. Lender may incur sums secured by a lien which has priority over this Security Interest in the Property in court, paying reasonable attorney's fees and entitling the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or sublease any part of the Property, all or any portion of which is located on the Premises, without the prior written consent of Lessor. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall have the right to continue to occupy the Premises under the terms of the lease.

Unless otherwise agreed in writing, any application of proceeds to principles 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 19 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.

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 acceptability restored. If the property damage is not repaired in time, the insurance company may collect the insurance proceeds. Lender may sue the insurance company to recover his/her share of the insurance proceeds. The insurance period will begin after the date of payment or to pay sums accrued by Lender within 30 days of notice from Lender that the insurance has been applied to the sums accrued by Lender's acceptability restored. Whether or not more than \$1000.00 is paid to Borrows for restoration of the property is not lessened. If the insurance proceeds shall be applied to the sums accrued by Lender's acceptability restored by less than \$1000.00, the insurance company will be liable for the difference between the amount paid to Borrows and the amount paid to Lender.

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 until payment in full has been made. All premiums and renewals shall be paid in advance by Borrower. If Lender receives notices from all recipients of paid premiums and renewals, in the event of loss, Borrower shall promptly give to Lender carrier and Lender may make proof of loss if not made promptly by Borrower.

5. Hazarded Insurance. Borrower shall keep the liability elements now existing or hereafter erected on the Property measured against losses by fire, hazards included within the term "extended coverage", and any other hazards for which Lender requires insurance within the term "extended coverage". And any other hazards for which Lender requires insurance within the term "extended coverage".

4. Charges; Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to true property which may attach prior to this SecuritY instrument, and beforehand payments or ground rents, if any. Borrower shall pay these over this SecuritY instrument, and beforehand payments or ground rents, if any, to be paid under this purveyorship. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to principal due;

amounts necessary to make up the deficiency in one or more payments as required by Lender.

If the due dates of all the borrowings exceed the amount required to pay the current monthly payments of Funds held by Lender, together with the future monthly payments of Funds held by Lender, plus the amounts due at maturity of the borrowings, shall be paid to Lender in full as soon as practicable after the date of maturity.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, Lender may not charge for holding and applying the Funds, analyze the account of every item the escrow items, Lender may not charge for holding and applying the Funds, analyze the account of every item the escrow items, Lender shall agree to pay the Funds to the escrow items.

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

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2-4 FAMILY RIDER, 637
(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 25th day of March, 1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to LIBERTY SAVINGS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3346-58 N. Paulina Chicago, Illinois 60657
(Property Address)

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

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

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

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

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

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

Maria Manginelle

(Seal)
Borrower
(Seal)
Borrower
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