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COOK COUNTY
ILLINOIS

1987 MAY 27 AM 11:29

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14th

(Space Above This Line For Recording Data)

MORTGAGE

L# 602208-1

THIS MORTGAGE ("Security Instrument") is given on May 15, 1987. The mortgagor is WILLIAM A. CARLSON and CAROL L. CARLSON HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing under the laws of The United States of America, and whose address is 5700 N. Lincoln Avenue, Chicago, Illinois 60659 ("Lender"). Borrower owes Lender the principal sum of Fifty Four Thousand AND 00/100 Dollars (U.S. \$ 54,000.00). 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 June 1, 2002. 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:

Lot Fifty (50) in Country Club Gardens homes a Subdivision of County Clerk's Division of Section Thirty Four (34), Township Forty Two (42) North, Range Twelve (12) East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT TAX INDEX NUMBER:

04-34-414-020

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which has the address of 2429 ROBINCREST LANE
[Street]
Illinois 60025 ("Property Address");
[City]
[Zip Code]

GLENVIEW

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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BOX 333 - GG

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5700 N. Lincoln Ave., Chicago, IL 60669
Federic G. Navy
This instrument was prepared by:

44771
This instrument was prepared by.....

My Commissioned Lawyer
February 20, 1988
Witness my hand and official seal this 15th day of May 1987.

(he, she, they)
executed said instrument for the purposes and uses herein set forth.
they
have executed same, and acknowledged said instrument to be
before me and is (are) known or proved to me to be the person(s) who being informed of the contents of the foregoing instrument,
..... WILLIAM A. CHALSON and CHARLIE L. BAILEY in and for said couple and state, do hereby certify that
Stanley Wojciechowski

STATE OF ILLINOIS
COUNTY OF COOK
ss:

[Please Sign Below This Line for Acknowledgment]
DAHOL L. CHALSON
WILLIAM A. CHALSON
[Seal]

Instrument and in any rider(s) attached by Borrower and recorded with it.
By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower. Upon payment of all sums secured by this Security, Lender shall release this Security
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security, the coveralls and agreements of each such rider shall be incorporated into and shall amend and
supplement this instrument, the coveralls and agreements of which rider(s) were a part of this Security
24. Adjustment/Rate Rider
25. Grandparent Rider
26. Planned Unit Development Rider
27. Other(s) [Specify] _____
28. Rider to this Security Instrument. If one or more riders are recorded by this Security, Lender shall pay recording costs.
prior to the expiration of any period of redemption following judicial sale. Lender or by judicially
appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
the Property including those parts due. Any rents collected by Lender or the receiver shall be applied first to payment of the
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
recorder's bonds and reasonable attorney fees, and then to the sums secured by this Security instrument.
29. Rider in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
exercising the right to redeem after acceleration and foreclosure. If the default is not cured on or
before the date specified or any other date of Borrower to accelerate and foreclose, the notice may result in the foreclosure proceedings (the non-
severed by this Security instrument, foreclose after acceleration and sale of the Property. The notice shall inform
and (d) that failure to cure the defect specified in the notice may result in the severance of the security
and (e) a defect, not less than 30 days from the date the notice is given to Borrower, by which the defects must be cured;
details; (c) the notice shall specify: (a) the date to accelerate; (b) the action required to cure the
breach of any provision of this Security instrument (not prior to acceleration); (d) the notice shall specify: (a) the date to accelerate; (b) the action required to cure the
breach of any provision of this Security instrument (not prior to acceleration); (c) the date to accelerate;

19. Acceleration Rider. Lender shall give notice to Borrower prior to acceleration following failure of Borrower's
breach of any provision of this Security instrument (not prior to acceleration); (c) the date to accelerate;

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

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

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. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Protection of Leander's Rights in the Property: If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding against him in writing.

6. **Precertification and Preliminaries of Property; Leaseholds.** Borrower shall not destroy, damage or sublease entirely the Property, all or in part, without the prior written consent of Lender, which consent shall not be unreasonably withheld, delayed or denied. 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 leasehold and change the Property, all or in part, without the prior written consent of Lender, which consent shall not be unreasonably withheld, delayed or denied. If this Security Instrument is on a leasehold, Borrower shall not destroy, damage or sublease entirely the Property, all or in part, without the prior written consent of Lender, which consent shall not be unreasonably withheld, delayed or denied. If this Security Instrument is on a leasehold, Borrower shall not destroy, damage or sublease entirely the Property, all or in part, without the prior written consent of Lender, which consent shall not be unreasonably withheld, delayed or denied.

Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this instrument damage to the Property is suffered by Borrower's right to any insurance policies which exceeds the amount of the payments. If under paragraph 19 the monthly payments referred to in paragraphs 1 and 2 change the amount of the payments, if paragraph 19 the due date of the monthly payments referred to in paragraph 1 and 2 changes to a date later than the original due date or the original due date is changed, my application for a new loan or otherwise, my obligation to pay the monthly payments will not be affected.

when the notice is given.

Unless Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to restoration of repeat damage, if the restoration of repair is not made promptly by Borrower. Lender may make proof of loss in not made promptly by Borrower and center and Lender, if the restoration of repair is not made promptly by Lender. Lender may collect the insurance premium or less than due. The 30-day period of notice to repair or restore the property or to pay sums accrued by this Security Instrument, less than due, shall be extended by days necessary to collect the insurance premium or less than due. The 30-day period of notice to repair or restore the property or to pay sums accrued by this Security Instrument, less than due, shall be extended by days necessary to collect the insurance premium or less than due, unless Lender may use the insurance premium or less than due to repair or restore the property or to pay sums accrued by this Security Instrument, less than due, within 30 days notice from Lender.

All insurance policies and renewals shall be acceptable to Lemender, and shall include a standard mortgage clause. Lemender shall have the right to hold the title policies and renewals. If Lemender ceases, Borrower shall promptly give to Lemender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance company.

3. HAZARD MITIGATION. Bototower shall keep the property in proper condition now existing or hereafter effected on the property required against losses by fire, hazards included within the term "exteriorized coverage" and any other hazards 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 Bototower subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly disclose, (a) 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) contributes in good faith to the lien by, or pledges unique equipment, or the lien in legal proceedings which is Lender's opinion credit to prevent the enforcement of the lien or for reforeclosure of the lien in legal proceedings, (c) secures from the holder of the instrument the same or more of the rights set forth above within 10 days after notice demand by Lender to the holder of the instrument.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach prior to or over this Security Instrument, and leasehold payments of ground rents, if any. Property shall pay these obligations in the manner provided in paragraph 2, or it is not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Lender receives payment of amounts due under this paragraph, Lender shall pay over the same to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts received under this paragraph.

3. **Applicable to Prepayments.** Unless applicable law provides otherwise, the Notes shall be prepaid in full by the holder or holders of the Notes at any time prior to the due date of the Notes, in whole or in part, at the option of the holder or holders of the Notes, by giving written notice to the Company at least 30 days prior to the date of such prepayment. The amount of any prepayment shall be determined by the principal amount of the Notes so prepaid plus accrued interest thereon from the date of the original issuance of the Notes to the date of prepayment, plus any premium or discount, if any, then applicable under the Note(s) being prepaid. The Company shall pay to the holder or holders of the Notes so prepaid the amount so paid within 10 business days after receipt of the notice of prepayment.

such an immediate liability prior to the sale of the Property or its acquisition by Lennder, any funds held by Lennder at the time of application as a result of the sums secured by this Security instrument.

Up to a maximum limit in full of the amounts necessary to make up the deficiency in one or more of the projects mentioned in the foregoing paragraph 19 the Security instrument, Lender shall promptly refund to Borrower any funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than the date of sale, all sums received by Lender from the sale of the Property to the payment of the deficiency.

purposes for which each contributed to the funds was made. The funds are pledged as additional security for the sums secured by this Security Instrument.

regulators' interests to be met, render small note required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the number of notes outstanding at the end of each year.

The Fund's annual fee need in the institution the depositors of accounts of which are insured by a leader or trustee agency (including Lender in such an institution). Lender shall apply the Funds to pay the screw items under may not charge for holding and applying the Funds, analyzing the account of every using the screw items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing the Funds and apply the Funds to make such a charge.

basis of current data and reasonable estimates of future factors.

use principles of and interpret on the spot evidence and any prepayment and late charges due under the Note.

1. Payment of Premium and Expenses: Borrower shall promptly pay when due quarterly premiums, interest and other costs of insurance and late charges.

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