COOK COUNTY, ILLINOIS THIS FOR RECORD

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUG. 25,

The morti agor is TEVE KARAGIANNIS AND ELZBIETA KARAGIANNIS, HIS WIFE ("Borrower"). This Security Instrument is given to 1930

, which is organized and existing

LIBERTY BANK FOR NAVINGS

under the laws of STATA OF ILLINOIS

7111 WEST FOSTER AVENUE, CHICAGO, ILLINOIS 60656

Borrower owes Lender the principal sum of two HUNDRED SIXTY FIVE THOUSAND DOLLARS AND Dollars (U.S. \$265,000.00). 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 This Security Instrument . This Security Instrument paid earlier, due and payable on SEPT 1,2000 . 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 chir. sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performanc of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does herely mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois:

PARCEL 1:

LOT 8 (EXCEPT THE NORTH 43.52 FEET THLEEOF) AND LOT 9 IN LINCOLNWOOD MANOR, BEING A SUBDIVISION OF PART OF THE SCUTH EAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7241 N. Kostner, Lincol. cod, IL

PERMANENT INDEX NO.: 10-27-424-041-0000

PARCEL 2:LOT 37 AND THE EAST HALF OF LOT 36 IN BLCC ? IN ENGLE'S CRAWFORD CHASE SUBDIVISION IN THE NORTH HALF OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 27, 1927 AS DOCUMENT 9534308 IN (ACK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3818 W. Chase Lincolnwood, Il

PERMANENT INDEX NO.: 10-26-313-051

which has the address of 7241 N. KOSTNER [Street]

LINCOLNWOOD

Illinois

60646 [Zip Code]

("Property Address");

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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

## UNOFFICIAL COPY

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A SIGNA GIVEN	BUT AND TOT NUMBER AND TOT BOW THE PROPERTY OF
their free and voluntary act, for the uses and purposes therein	algned and delivered the said instrument as set forth.
lannis and Elizbieta Karaglannis, אוֹכ טוֹרָבּ ly known to me to be the same person(s) whese האחפ(s) sested before me this day in person, and acknowledged that the y	
, a Notary Publicate and for said county and state,	l, Harry Wisowaty
County (s:) Cook	STATE OF ILLINOIS.
**************************************	
BTEVE KARAGIANNIS  (Seal)  (Seal)	
epts and egrees to the terms and covenants contained in this Security mover and recorded with it.	BY Signing Below, Borrowt secured instrument and the Borrowt and the any rider(s) execut.
Thanned Unit Development Rider	
sives all right of homestead exemption in the Property.  If one or more riders are executed by Borrower and recorded together with greenests of each such rider shall be incorporated into and shall amend and of this Security Instrument as if the rider(s) were a part of this Security Condominium. Rider  Condominium. Rider	All. Waters of Homesteal. Borrower w Al. All. rep to this Security Instrument this Security of strument, the coverants and a eughiester of a coverants and agreements of Instrument [Com. sphicable box(os)]
reation under paragraph 19 or abandonment of the Property and at any time mption following judicial sale, Lender (in person, by agent or by judicially agon, take possession of and manage the Property and to collect the rents of its observation of sender or the receiver shall be applied first to payment of the laction of rents, including, but not limited to, receiver's fees, premiums on and them to the secured by this Security instrument.	breach of any covenants or agreements. Leader by the falls of any covenants or agreement in this Screek of any covenants or agreement in the second of any covenants of a second of a seco

## UNOFFICIAL COPY: 6

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 a thorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums seral ed by this Security Instrument, whether or not then due.

Unless Lenger and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due da'e of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower o'bt Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amoraza on 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 a nortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrover's successors in interest. Any forbenrance 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 Boar a, 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 Scurity 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 creard to the terms of this Security Instrument or the Nove 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 charge 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.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 Instrumer, shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The potice 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 active 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 lastracient and the

Note are declared to be severable.

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

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 Horrower 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.

Borrower and

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

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

Therefor Texes and Lesses and Lesses and Lesses and Lender, the Mote is a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Mote is paid in full, a sum ("Funds") equal to

basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or one-twelfth of: (s) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leavente or ground rents on the Property, if any; (c) yearly hazard insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the

ter may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless state agency (including Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

Londer pays Borrower interest on the Funds and applicable law permits Lender to make such a charge.

this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of he escrow items, shall exceed the amount required to pay the escrow items, shall exceed the amount required to Borrower on monthly payments of Funds. If the purpose for which each debit to the Funds was made. The Funds are piedged as additional security for the sums secured by shell give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Londer may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law

Upon peymen of all of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower amount of the Feeds hald by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's onthe promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the

application as a credit agains (1) c sums secured by this Security Instrument. any Funds held by Lender, If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior : the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

Prote; third, to amounts payable under or regraph 2; fourth, to interest due; and last, to principal due. 3. Application of Payases at Unless applicable law provides otherwise, all payments received by Lender under the Mote; second, to prepayment charges due under the Mote; second, to prepayment charges due under the

Charges, Liens. Borrower shall pay at taxtes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security. Instrument, and leasehold payments or ground rents, 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. For ower shall promptly furnish to Lender all notices of amounts pay them.

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 her 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 ratific the lien by, or defends against enforcement of the lien in, leg at pre secdings which in the Lender's opinion operate to prevent the enforcement of the lien or forteiture of any part of the Power in the Lender determines that any part of the Power in the Lender determines that any part of the Proverty is subject to a lien which may attain priority over this Security Instrument, Lender determines that any part of the Proverty is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a motion difficultying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days at the given of the serions and forth above within 10 days be required to a pay a part of the serions of the actions set forth above within 10 days be required.

Lineared segments. Borrower shall keep the improvements now existint or hereafter erected on the Property insurance. Borrower shall be improvements and sny other hazards for which Lender requires insurance that Lender requires insurance shall be maintained in the amounts and for the rerods that Lender requires. The insurance shall be chosen by Borrower subject to Lender tequires. The insurance shall be chosen by Borrower subject to Lender tequires. The of the giving of notice.

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall , rompily give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include and arendard mortgage clause. unreasonably withheld,

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 it in Clessened. If the all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give promp, notice to the insurance

when the notice is given. 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 Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

Unless due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the 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

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a lessehold, Instrument immediately prior to the acquisition.

regulations), there. Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property and Lender's rights in the Property and Lender's rights in the Property in court, paying reasonable alters and entered by a lien which has priority over this Security in the Property to make repairs. Although Lender may take actions many include paying any sums secured by a lien which has priority over this Security in the Property to make repairs. Although Lender may take action ander this paying reasonable alters in other of a so.

Any amounts disjourned by the property to make repairs. Although the amounts shall bear interest from the Maintain Although Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or Protection of Lender's Rights in the Property: Mortgage Insurance.

If Borrower fails to perform the covaments and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect for title shall not morge unless Lender agrees to the merger in writing.