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Rec
NRA/Norwalk
C# 7326/SSS

1991 OCT 24 PM 1:14

21555763

Liberty Bank for SSS
7111 W Foster Ave
Chicago, IL 60656

\$ 17.00

(Space Above This Line For Recording Data)

MORTGAGE

283146891

THIS MORTGAGE / Security Instrument is given on OCT. 14, 1991

The mortgagor is MALCOLM WALTERS AND PAULA B. WALTERS , HIS WIFE

LIBERTY BANK FOR SAVINGS

("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of STATE OF ILLINOIS

, and whose address is

7111 WEST FOSTER AVENUE, CHICAGO, ILLINOIS 60656

FORTY ONE THOUSAND DOLLARS AND NO/100----- (Lender). Borrower owes Lender the principal sum of \$ 41,000.00

Dollars U.S.A. 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 NOV. 1, 1996.

This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph "e" 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:

PARCEL 1:

LOT 24 IN BLOCK 5 IN THOMAS J. DIVEN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 AND THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 16-02-318-045-0000

COMMONLY KNOWN AS: 900 N. SPRINGFIELD, CHICAGO, ILLINOIS 60651

PARCEL 2:

LOT 167 AND THE SOUTH 1/2 OF LOT 168 (EXCEPT THOSE PARTS OF SAID LOTS CONVEYED FOR HIGHWAY PURPOSES BY DEED RECORDED OCTOBER 27, 1954 AS DOCUMENT NUMBER 16055938) IN GIVINS AND GILBERT'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO: 13-25-124-039

COMMONLY KNOWN AS: 2904 NORTH FRANCISCO, CHICAGO, IL 60618

which has the address of

900 N. SPRINGFIELD

CHICAGO

(City)

Illinois

60647

(Street)

(Zip Code)

(Property Address)

ILLINOIS Single Family Fannie Mae Freddie Mac UNIFORM INSTRUMENT
Form 3014-9-90, page 1 of 6 pages

Order Form Business Forms 700
To Order Call 1-800-565-0293 FAX 312-791-1100

BOX 333

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5. Hazard of Property Insurance However, there is still a risk of loss due to the damage of property.

Borrower shall promptly disclose any and all loan which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the loan in manner acceptable to Lender; or (b) consents in good faith the transfer of the payment of the obligation secured by the loan in manner acceptable to Lender.

3. **Application of Penalties.** Unless applicable law provides otherwise, all penalties received by Learner under
secluded by this Section, shall apply and funds held by Learner in the name of acquisition of sole as a credit against the sum
tade of the Property, shall apply and funds held by Learner shall acquire or sell the Property, Learner, prior to the acquisition of
funds held by Learner. It is under paragraph 21, Learner shall acquire or sell the Property, Learner, prior to the acquisition of
funds held by Learner in full or in sums secured by this Section, in accordance with the provisions of this Agreement.
and to Borrower any
penalty in the nature of money payable, in accordance with the provisions of this Agreement.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this security instrument.

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentalities, or entities including lenders, in lender's name or in my institution's name or in my behalf to pay loans bank, and other shall apply the funds to pay theorrow loans, unless my charge Borrower for holding and applying the funds, annually and promptly the escrow account of settling the escrow items, unless Lender may charge Borrower for holding and applying the funds on the funds and permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser to determine the fair market value of the property. The funds are used for all sums secured by

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

Borrower agrees and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

BORROWER'S PAYMENT is referred to in this security instrument as the "Property".

TERMINATION WITH ALL THE IMPROVEMENTS AND FIXTURES NOT BEING A PART OF THE PROPERTY. All replacements and additions shall also be covered by this Security and fixtures not being a part of the property.

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periods that Lender requires. The insurance carrier provisions in advance shall be honored by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance 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 is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has 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 when the notice is given.

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 the payments. If under paragraph 2(i) 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender or failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender'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 that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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.

8. Mortgage Insurance. If Lender required mortgage insurance is a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (on the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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18. Borrower's Right to Reinstatement. If Borrower makes certain contributions, Borrower shall have the right to have orders to cancel this Note discontinued if given three days prior to the earlier of:

If the underwriters of this policy shall provide a period of acceleration, the notice shall provide notice of acceleration. The notice shall provide notice of acceleration. The notice shall provide notice of acceleration.

the date of this **SERIOUS DISABILITY**. However, this option shall not be exercised by Learner if exercise is prohibited by federal law as to this section.

16. Borrower's copy. Borrower shall be given one copy of the Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. In all or any part of the Property or any interest in

151. Government Law.—Secondarily, this section of instrument shall be governed by the law in the place where the property is situated; but in the event that any provision of this section conflicts with the provisions of the law in the place where the property is situated, such conflict shall not affect other provisions of this section.

provided. The notice shall be delivered to the property address or to the address of another person who may receive service of process for the corporation. Any notice provided for in this paragraph shall be deemed to have been given to the owner or lessee of land or to the lessor or landlord when given as provided in this paragraph.

14. *Notes* *The notes to this section should be read in conjunction with the notes to the previous section.* The notes to this section should be read in conjunction with the notes to the previous section.

12. **Succesors and assisants bound to joint and several liability**. The co-owners and beneficiaries of this security instrument shall bind and severally liable to the previous owners of this security instrument and the successors and beneficiaries shall be joint and severally liable to the previous owners of this security instrument.

possibly this due also to the number of participants in our experiments 1 and 2 of change the amount of such payments.

I hereby state and declare that the above information is true and correct to the best of my knowledge and belief. I understand that any false statement or omission may result in my being denied admission to the University.

Instrumental variables are used to identify the effects of the property market variables before the listing is equal to or greater than the amount of the sums awarded by the court. In this case, if the property market variables had no effect on the listing price, the instrumental variables would have no effect on the listing price either.

Such a system would be able to provide a much more effective way of dealing with the problem of illegal immigration.

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applicable law may specify) 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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 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 on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Form 3014-9-90 page 6 of 6 pages

RECEIVED
My Commission Expires 12-12-99

EX-10-55

SEARCHED

INDEXED

SERIALIZED

FILED

Mr. Commissioner expenses

This instrument was prepared by

Notary Public

day of October 1999

1999

Given under my hand and affidavit said this
and delivered the said instrument as
subscribed to the foregoing instrument, appeared before me this day in person, and do know ledged that *Mark A. Walmer* signed
personally known to me to be the same person(s) whose name(s)
do hereby certify that *Mark A. Walmer*, 415 1/2 W.
(a Notary Public in and for said county and state)

STATE OF ILLINOIS

THE CIRCUIT COURT

CC

COURT

Social Security Number
343-54-9349
Borrower
(Seal)
PAULINA B. WALMERS
Social Security Number
583-20-1261
Borrower
(Seal)
MARKO M. WALMERS
Social Security Number
583-20-1261
Borrower
(Seal)
Mark A. Walmer

and in any respects executed by Borrower and recorded with the
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

- [] Adjustable Rate Rider [] Condominium Rider [] Family Rider
[] Graduated Payment Rider [] Planned Unit Development Rider [] Second Home Rider
[] Biweekly Payment Rider [] Rate Improvement Rider [] Balloon Rider
[] Other(s) [Specify] _____

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable boxes]