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COOK COUNTY, ILLINOIS
FILED NO. 91-374303

1991 JUL 26 PM 12:15

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73-10-0365

62501255

(Space Above This Line For Recording Date)

MORTGAGE

L#21604138-8

\$ 17.00

THIS MORTGAGE ("Security Instrument") is given on the Sixteenth day of July, 1991. The mortgagee is Alan S. Lery, also known as Allan S. Lery and Jan B. Lery, husband and wife ("Borrower"). This Security Instrument is given to LIBERTY FEDERAL SAVINGS BANK 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 prime principal sum of One Hundred Five Thousand and 00/100----- Dollars (U.S. \$ 105,000.00). 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 August 1, 2121. 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:

Cook
Lot Three (3) in Block Fifty Three (53) in W.F. Kaiser and Company's Bryn Mawr Avenue Addition to Arcadia Terrace, being a Subdivision of that part of the South West Quarter ($\frac{1}{4}$) of Section One (1) and of the South Half ($\frac{1}{2}$) of the South East Quarter ($\frac{1}{4}$) of Section Two (2), lying West of the Westerly Line of the North Shore Channel of the Sanitary District Right of Way, in Township Forty (40) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.

OR

P.I. #13-02-425-003-0000

91374303

which has the address of 5745 N. Jersey Chicago.....
(Street) (City)

Illinois 60659 ("Property Address":)
(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.

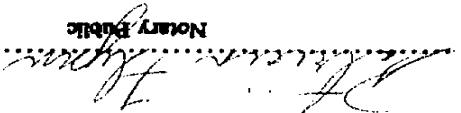
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BOX 333 - TH

This instrument was prepared by Thomas J. Garey, Attorney for Liberty Federal Savings Bank, 5700 N. Lincoln Ave., Chicago, IL 60659

44771

..... This instrument was prepared by

Notary Public
(Seal) 

My Commission Expires 4/15/95
Notary Public, State of Illinois
My Commission Expires 4/15/95
NOTARY PUBLIC SEAL

Witness my hand and official seal this day of July 1991.

(he, she, they)
..... They..... executed said instrument for the purposes and uses herein set forth.

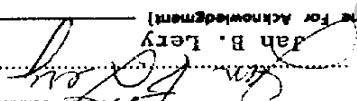
..... Alan S. Terry, aka. Allan S. Terry, and Alan S. Terry, being informed of the contents of the foregoing instrument, before me and in (are) known or proved to me to be the person(s) who, free and voluntarily act and deed and that have executed same, and acknowledged said instrument to be Cheif. free and voluntary act and deed and that

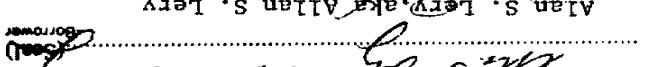
..... Alan S. Terry, aka. Allan S. Terry, and Alan S. Terry, being informed of the contents of the foregoing instrument,

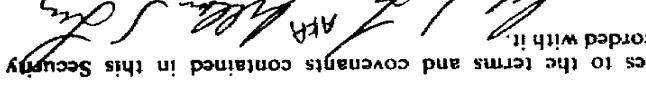
..... Alan S. Terry, aka. Allan S. Terry, and Alan S. Terry, being informed of the contents of the foregoing instrument,

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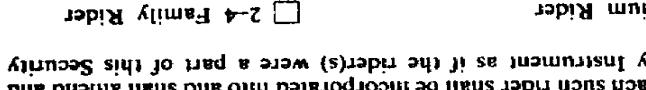
COUNTY OF Cook }
STATE OF Illinois }
{ SS:

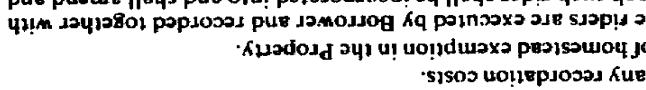
Instrument and in any other(s) executed by Borrower and recorded with it
By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security
Instrument and in any other(s) executed by Borrower and recorded with it
(Seal) 

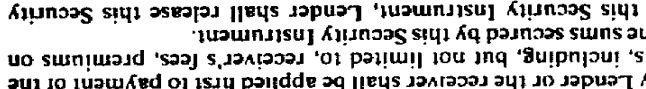
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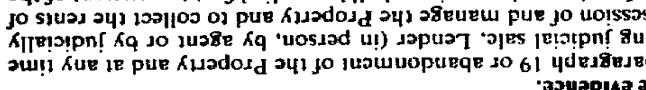
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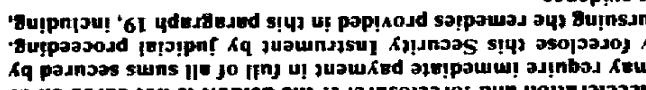
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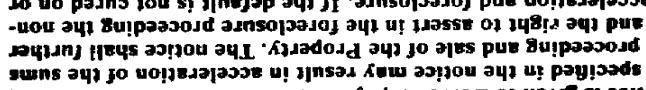
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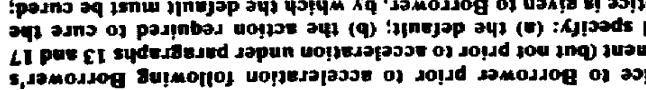
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Instrument and in any other(s) executed by Borrower and recorded with it
(Seal) 

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

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 paragraphs 13 and 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 by Lender results in the acceleration of the sum due.

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;

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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 [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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requesting payment.

Any amounts disbursed by Lender under this Paragraph 7 shall bear interest from the date of disbursement at the Note rate and Lender shall be liable to Borrower for the amount disbursed by Lender to Borrower plus interest until the Note rate is paid in full.

Lender may take action under this Paragraph 7, Lender does not have to do so. Lender's actions may include paying any amounts necessary to protect the value of the Property to Lender's satisfaction, then Lender may do so to make reparation. Although Lender's rights in the Property (such as a preexisting right to sue for bankruptcy) are limited to collection of payments and expenses secured by a lien which has priority over this Security interest, Lender's rights in the Security instrument, unless otherwise agreed by Lender and Borrower, become additional debt of Borrower secured by this Note.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not damage or otherwise impair the Property to the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and leasehold interest shall not be affected by the merger in writing.

Borrower shall not commit waste. If this Security instrument is on a leasehold, damage or subservitally affects the lease shall not constitute a violation of the Property.

7. Protection of Lender's Rights in the Property; Mortgagor fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect the property unless Lender agrees to the merger in writing.

Borrower shall not damage or otherwise impair the Property prior to the acquisition of the property by Lender, Borrower shall not destroy, damage or subserve

7. Protection of Lender's Rights in the Property; Mortgagor fails to pay sums due in writing, any application of proceeds to principal, interest and late charges in accordance with the note is given.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds to repay the Property or to pay sums secured by this Security instrument, whether or not then due, the period will begin

from damage to the Property is acquired by Lender, Borrower's right to any insurance policies as if it exceeds the amount of the payments posted since the date of the note is given.

Borrower shall have the right to hold the policies and renewals. If Lender gives prompt notice to Lender, all receipts of paid premiums and renewals shall be held by Lender and shall include a standard mortgage clause.

All insurance policies and renewals shall be acceptable to Lender and shall be applied to restoration of repair and damage, or to the repair and damage of the Property.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds to repair and damage, or to the repair and damage of the Property, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender has the right to hold the policies and renewals, Lender shall receive a prompt notice to Lender, all premiums and renewals shall be held by Lender and shall include a standard mortgage clause.

Unless Lender has the right to hold the policies and renewals, Lender shall receive a prompt notice to Lender, all premiums and renewals shall be held by Lender and shall include a standard mortgage clause.

5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter effected on the Property of the giving of notice.

Borrower shall provide proof of loss if not made promptly by Borrower.

Unless Lender has the right to hold the policies and renewals, Lender shall receive a prompt notice to Lender, all premiums and renewals shall be held by Lender and shall include a standard mortgage clause.

Unless Lender has the right to hold the policies and renewals, Lender shall receive a prompt notice to Lender, all premiums and renewals shall be held by Lender and shall include a standard mortgage clause.

6. Charges: Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the lien in good faith, or defers payment of the lien in a manner acceptable to Lender; (b) contributes in good faith the lien by, or defers payment of the lien in a manner acceptable to Lender; (c) secures payment of the lien by, or defers payment of the lien in a manner acceptable to Lender; (d) secures payment of the lien by, or defers payment of the lien in a manner acceptable to Lender.

Borrower shall pay the lien in a manner acceptable to Lender, or defers payment of the lien in a manner acceptable to Lender; (e) secures payment of the lien by, or defers payment of the lien in a manner acceptable to Lender; (f) secures payment of the lien by, or defers payment of the lien in a manner acceptable to Lender.

Note: third, to amount of § payable under Paragraph 2, fourth, to interest due; and last, to principal due.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Paragraphs 1 and 2 shall be applied to late charges under the Note; second, to prepayment credits due under the application of the note.

Upon giving notice to Lender if under payment of this Security instrument by Lender, any Funds held by Lender under any Fund held by Lender if sold or acquired by Lender, Lender shall promptly refund to Borrower any amount necessary to make up the deficiency in one or more payments received by Lender.

If the due dates of the escrow items held by Lender are exceeded the amount required to pay the escrow items when due, the excess shall pay to Lender any amount necessary to make up the deficiency in one or more payments received by Lender.

The Funds shall be held in an institution the future monthly payments of Funds payable prior to the due date of the escrow items held by Lender, together, together with the future monthly payments of Funds.

State agency (including Lender if Lender is such an institution), Lender shall apply the Funds to pay the escrow items, unless Lender may not charge for holding the Funds, shall exceed the amount required to pay the escrow items when due, the excess shall be held in escrow items, unless Lender pays Borrower interest on the Funds, analyzing the account or verifying the escrow items, unless

Lender may not charge for holding the Funds, unless Lender is paid in full, a sum ("Funds") equal to the escrow items, unless Lender holds funds to the day monthly payments of the Funds, unless Lender may not charge for holding the Funds, unless Lender is paid in full, a sum ("Funds") equal to the escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the principal of and interest on the debt due under the Note and any prepayment charges due under the Note.

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

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FIXED/ADJUSTABLE RATE RIDER

(10 Year Treasury Index-Rate Caps)

L#21604138-8

THIS FIXED/ADJUSTABLE RATE RIDER is made this 16th day of July 1991 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 Fixed/Adjustable Rate Note (the "Note") to Liberty Federal Savings Bank

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5745 N. Jersey , Chicago, Illinois 60659

[Property Address]

THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AND THE MAXIMUM RATE THE BORRWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 8.75

4. The Note provides for a change in the initial fixed rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change on the first day of August 1998 which is called the "Change Date."

(B) The Index

At the Change Date, my interest rate will be based on an index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 10 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will chose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Change

Before the Change Date, the Note Holder will calculate my new interest rate by adding

Two and 00/100

percentage point(s) (2.00 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-fourth of one percentage point (0.250%). Subject to the limit stated in Section 4 (D) below, this rounded amount will be my new interest rate until the Maturity Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Change

The interest rate I am required to pay at the Change Date will not be greater than

Twelve and 75/100

12.75 %, which is called the "Maximum Rate".

MULTISTATE FIXED/ADJUSTABLE RATE RIDER—10 YEAR TREASURY—Single Family—Fannie Mae Uniform Instrument

(page 1 of 2 pages)

Form 3170 11/99

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Form 3176 11/88 (page 2 of 2 pages)

91374303

Property of Cook County Clerk's Office

Borrower
.....
(Seal)

Borrower
.....
(Seal)

Borrower
.....
(Seal)

Borrower
.....
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

The Note Holder will begin paying on the first monthly payment date after the Change Date. My new interest rate will become effective on the Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date.

(E) Effective Date of Change
My new interest rate will become effective on the Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date.

aka Allan S. Terry
.....

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.....

Race Rider.