

UNOFFICIAL COPY

Property of Cook County Clerk's Office
96141605

When recorded, mail to:

LONG BEACH MORTGAGE COMPANY
972 TOWN AND COUNTRY ROAD
ORANGE, CA 92668
Telephone No. 714/632-5512

96612902

96141605

COOK COUNTY RECORDS
RECEIVED FEB 20 1996
RECORDED FEB 20 1996
COOK COUNTY RECORDER

3950

3950

MORTGAGE

(Space Above This Line For Recording Data)

THIS MORTGAGE ("Security Instrument") is given on February 20, 1996 * The mortgagor is PAUL GIBSON, AN UNMARRIED MAN AND MARY A. GIBSON, AN UNMARRIED WOMAN, AS JOINT TENANTS.

* Husband and Wife

(*Borrower"). This Security Instrument is given to LONG BEACH MORTGAGE COMPANY

which is organized and existing under the laws of the State of Delaware
address is 972 TOWN AND COUNTRY ROAD ORANGE, CA 92668

(*Lender"). Borrower owes Lender the principal sum of

Twenty Eight Thousand and no 00

Dollars (\$ 28,000.00).

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 March 1, 2016. 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 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.

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

96241605

96612902

(Enter City)

which has the address of 720 SOUTH CLARENCE AVENUE CHICAGO
Illinois 60616 (Deed ("Property Address"))
ILLINOIS STATE FARM PAPER TRADE UNIFORM
INSTRUMENT Serial 3014 8-90
SHWY. NO. Amended 12-92
SEARCHED INDEXED SERIALIZED FILED
FEB 21 1996



17008

DO NOT REMOVE FROM CLERK'S OFFICE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 seized 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.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds lets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution where deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges & Liens.** Borrower shall pay all taxes, 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. Borrower shall promptly furnish to Lender all notices of amounts 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 has priority over this Security Instrument unless Borrower: (a) agrees to wait for the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

96812302

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9
6
1
4
1
6
8
3

1 this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or
2 more of the actions set forth above within 10 days of the giving of notice.

3 **5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the
4 Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including
5 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods
6 that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval
7 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
real 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 sums
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 21 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.

8 **6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lease-holds.**
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
the 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 19, 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.

9 **7. Protection of Lender's Rights in the Property.** If Borrower fails to perform 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.

10 **8. Mortgage Insurance.** 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 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
re-establish the coverage.

11 48001-100-1

12 10/01/00

13 1/1/04

14 Form 3014
15 11/1/03
16 17
17 18
18 19
19 20
20 21
21 22
22 23
23 24
24 25
25 26
26 27
27 28
28 29
29 30
30 31
31 32
32 33
33 34
34 35
35 36
36 37
37 38
38 39
39 40
40 41
41 42
42 43
43 44
44 45
45 46
46 47
47 48
48 49
49 50
50 51
51 52
52 53
53 54
54 55
55 56
56 57
57 58
58 59
59 60
60 61
61 62
62 63
63 64
64 65
65 66
66 67
67 68
68 69
69 70
70 71
71 72
72 73
73 74
74 75
75 76
76 77
77 78
78 79
79 80
80 81
81 82
82 83
83 84
84 85
85 86
86 87
87 88
88 89
89 90
90 91
91 92
92 93
93 94
94 95
95 96
96 97
97 98
98 99
99 100
100 101
101 102
102 103
103 104
104 105
105 106
106 107
107 108
108 109
109 110
110 111
111 112
112 113
113 114
114 115
115 116
116 117
117 118
118 119
119 120
120 121
121 122
122 123
123 124
124 125
125 126
126 127
127 128
128 129
129 130
130 131
131 132
132 133
133 134
134 135
135 136
136 137
137 138
138 139
139 140
140 141
141 142
142 143
143 144
144 145
145 146
146 147
147 148
148 149
149 150
150 151
151 152
152 153
153 154
154 155
155 156
156 157
157 158
158 159
159 160
160 161
161 162
162 163
163 164
164 165
165 166
166 167
167 168
168 169
169 170
170 171
171 172
172 173
173 174
174 175
175 176
176 177
177 178
178 179
179 180
180 181
181 182
182 183
183 184
184 185
185 186
186 187
187 188
188 189
189 190
190 191
191 192
192 193
193 194
194 195
195 196
196 197
197 198
198 199
199 200
200 201
201 202
202 203
203 204
204 205
205 206
206 207
207 208
208 209
209 210
210 211
211 212
212 213
213 214
214 215
215 216
216 217
217 218
218 219
219 220
220 221
221 222
222 223
223 224
224 225
225 226
226 227
227 228
228 229
229 230
230 231
231 232
232 233
233 234
234 235
235 236
236 237
237 238
238 239
239 240
240 241
241 242
242 243
243 244
244 245
245 246
246 247
247 248
248 249
249 250
250 251
251 252
252 253
253 254
254 255
255 256
256 257
257 258
258 259
259 260
260 261
261 262
262 263
263 264
264 265
265 266
266 267
267 268
268 269
269 270
270 271
271 272
272 273
273 274
274 275
275 276
276 277
277 278
278 279
279 280
280 281
281 282
282 283
283 284
284 285
285 286
286 287
287 288
288 289
289 290
290 291
291 292
292 293
293 294
294 295
295 296
296 297
297 298
298 299
299 300
300 301
301 302
302 303
303 304
304 305
305 306
306 307
307 308
308 309
309 310
310 311
311 312
312 313
313 314
314 315
315 316
316 317
317 318
318 319
319 320
320 321
321 322
322 323
323 324
324 325
325 326
326 327
327 328
328 329
329 330
330 331
331 332
332 333
333 334
334 335
335 336
336 337
337 338
338 339
339 340
340 341
341 342
342 343
343 344
344 345
345 346
346 347
347 348
348 349
349 350
350 351
351 352
352 353
353 354
354 355
355 356
356 357
357 358
358 359
359 360
360 361
361 362
362 363
363 364
364 365
365 366
366 367
367 368
368 369
369 370
370 371
371 372
372 373
373 374
374 375
375 376
376 377
377 378
378 379
379 380
380 381
381 382
382 383
383 384
384 385
385 386
386 387
387 388
388 389
389 390
390 391
391 392
392 393
393 394
394 395
395 396
396 397
397 398
398 399
399 400
400 401
401 402
402 403
403 404
404 405
405 406
406 407
407 408
408 409
409 410
410 411
411 412
412 413
413 414
414 415
415 416
416 417
417 418
418 419
419 420
420 421
421 422
422 423
423 424
424 425
425 426
426 427
427 428
428 429
429 430
430 431
431 432
432 433
433 434
434 435
435 436
436 437
437 438
438 439
439 440
440 441
441 442
442 443
443 444
444 445
445 446
446 447
447 448
448 449
449 450
450 451
451 452
452 453
453 454
454 455
455 456
456 457
457 458
458 459
459 460
460 461
461 462
462 463
463 464
464 465
465 466
466 467
467 468
468 469
469 470
470 471
471 472
472 473
473 474
474 475
475 476
476 477
477 478
478 479
479 480
480 481
481 482
482 483
483 484
484 485
485 486
486 487
487 488
488 489
489 490
490 491
491 492
492 493
493 494
494 495
495 496
496 497
497 498
498 499
499 500
500 501
501 502
502 503
503 504
504 505
505 506
506 507
507 508
508 509
509 510
510 511
511 512
512 513
513 514
514 515
515 516
516 517
517 518
518 519
519 520
520 521
521 522
522 523
523 524
524 525
525 526
526 527
527 528
528 529
529 530
530 531
531 532
532 533
533 534
534 535
535 536
536 537
537 538
538 539
539 540
540 541
541 542
542 543
543 544
544 545
545 546
546 547
547 548
548 549
549 550
550 551
551 552
552 553
553 554
554 555
555 556
556 557
557 558
558 559
559 560
560 561
561 562
562 563
563 564
564 565
565 566
566 567
567 568
568 569
569 570
570 571
571 572
572 573
573 574
574 575
575 576
576 577
577 578
578 579
579 580
580 581
581 582
582 583
583 584
584 585
585 586
586 587
587 588
588 589
589 590
590 591
591 592
592 593
593 594
594 595
595 596
596 597
597 598
598 599
599 600
600 601
601 602
602 603
603 604
604 605
605 606
606 607
607 608
608 609
609 610
610 611
611 612
612 613
613 614
614 615
615 616
616 617
617 618
618 619
619 620
620 621
621 622
622 623
623 624
624 625
625 626
626 627
627 628
628 629
629 630
630 631
631 632
632 633
633 634
634 635
635 636
636 637
637 638
638 639
639 640
640 641
641 642
642 643
643 644
644 645
645 646
646 647
647 648
648 649
649 650
650 651
651 652
652 653
653 654
654 655
655 656
656 657
657 658
658 659
659 660
660 661
661 662
662 663
663 664
664 665
665 666
666 667
667 668
668 669
669 670
670 671
671 672
672 673
673 674
674 675
675 676
676 677
677 678
678 679
679 680
680 681
681 682
682 683
683 684
684 685
685 686
686 687
687 688
688 689
689 690
690 691
691 692
692 693
693 694
694 695
695 696
696 697
697 698
698 699
699 700
700 701
701 702
702 703
703 704
704 705
705 706
706 707
707 708
708 709
709 710
710 711
711 712
712 713
713 714
714 715
715 716
716 717
717 718
718 719
719 720
720 721
721 722
722 723
723 724
724 725
725 726
726 727
727 728
728 729
729 730
730 731
731 732
732 733
733 734
734 735
735 736
736 737
737 738
738 739
739 740
740 741
741 742
742 743
743 744
744 745
745 746
746 747
747 748
748 749
749 750
750 751
751 752
752 753
753 754
754 755
755 756
756 757
757 758
758 759
759 760
760 761
761 762
762 763
763 764
764 765
765 766
766 767
767 768
768 769
769 770
770 771
771 772
772 773
773 774
774 775
775 776
776 777
777 778
778 779
779 780
780 781
781 782
782 783
783 784
784 785
785 786
786 787
787 788
788 789
789 790
790 791
791 792
792 793
793 794
794 795
795 796
796 797
797 798
798 799
799 800
800 801
801 802
802 803
803 804
804 805
805 806
806 807
807 808
808 809
809 810
810 811
811 812
812 813
813 814
814 815
815 816
816 817
817 818
818 819
819 820
820 821
821 822
822 823
823 824
824 825
825 826
826 827
827 828
828 829
829 830
830 831
831 832
832 833
833 834
834 835
835 836
836 837
837 838
838 839
839 840
840 841
841 842
842 843
843 844
844 845
845 846
846 847
847 848
848 849
849 850
850 851
851 852
852 853
853 854
854 855
855 856
856 857
857 858
858 859
859 860
860 861
861 862
862 863
863 864
864 865
865 866
866 867
867 868
868 869
869 870
870 871
871 872
872 873
873 874
874 875
875 876
876 877
877 878
878 879
879 880
880 881
881 882
882 883
883 884
884 885
885 886
886 887
887 888
888 889
889 890
890 891
891 892
892 893
893 894
894 895
895 896
896 897
897 898
898 899
899 900
900 901
901 902
902 903
903 904
904 905
905 906
906 907
907 908
908 909
909 910
910 911
911 912
912 913
913 914
914 915
915 916
916 917
917 918
918 919
919 920
920 921
921 922
922 923
923 924
924 925
925 926
926 927
927 928
928 929
929 930
930 931
931 932
932 933
933 934
934 935
935 936
936 937
937 938
938 939
939 940
940 941
941 942
942 943
943 944
944 945
945 946
946 947
947 948
948 949
949 950
950 951
951 952
952 953
953 954
954 955
955 956
956 957
957 958
958 959
959 960
960 961
961 962
962 963
963 964
964 965
965 966
966 967
967 968
968 969
969 970
970 971
971 972
972 973
973 974
974 975
975 976
976 977
977 978
978 979
979 980
980 981
981 982
982 983
983 984
984 985
985 986
986 987
987 988
988 989
989 990
990 991
991 992
992 993
993 994
994 995
995 996
996 997
997 998
998 999
999 1000
1000 1001
1001 1002
1002 1003
1003 1004
1004 1005
1005 1006
1006 1007
1007 1008
1008 1009
1009 1010
1010 1011
1011 1012
1012 1013
1013 1014
1014 1015
1015 1016
1016 1017
1017 1018
1018 1019
1019 1020
1020 1021
1021 1022
1022 1023
1023 1024
1024 1025
1025 1026
1026 1027
1027 1028
1028 1029
1029 1030
1030 1031
1031 1032
1032 1033
1033 1034
1034 1035
1035 1036
1036 1037
1037 1038
1038 1039
1039 1040
1040 1041
1041 1042
1042 1043
1043 1044
1044 1045
1045 1046
1046 1047
1047 1048
1048 1049
1049 1050
1050 1051
1

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9.
6.
1.
4.
6.
9.
5.

1. 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 (in 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 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by this Security Instrument immediately before the taking, 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 accrued 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 payment referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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.

12. 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, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is strictly 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.

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9
6
1
4
1
6
0
5

1 Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this
2 Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

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

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

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

30 20. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security
31 Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known
32 as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one
33 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
34 given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and
35 address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other
36 information required by applicable law.

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

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

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

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

53 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach
54 of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 re-take 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 attorney's fees and costs of title evidence.

22. Release. Upon payment of all sum secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

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 if:

- Adjustable Rate Rider
- Gradual Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (Specify) _____

- 1-4 Family Rider
- Bi-weekly Payment Rider
- Second Home Rider

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider executed by Borrower and recorded with it.
Paul Gibson (Seal)
PAUL GIBSON
Borrower

Mary A. Gibson (Seal)
MARY A. GIBSON
Borrower

STATE OF ILLINOIS,
I, the undersigned,

Paul Gibson, an unmarried Non and MARY A. Gibson, an unmarried
woman, as joint tenants

subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they
signed and delivered the said instrument as their
free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

My Commission Expires 11/11/07 OFFICIAL SEAL
NOTARY PUBLIC STATE OF ILLINOIS
This instrument was prepared by, Commission Expires 11/11/07

COOK County #:
a Notary Public is and for said county and state do hereby certify

Notary Public

Form 3014 - 8/90

Line No. 2119252-5542

AMERICAN TITLE & TRUST COMPANY

CHICAGO, ILLINOIS

96612902

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Loan No. 211023

ADJUSTABLE RATE RIDER (LIBOR Index - Rate Cap)

THIS ADJUSTABLE RATE RIDER is made this 20th day of February 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Security and the "Security Instrument" of the same date given by the undersigned (the "Borrower") to BIRROWER'S ADJUSTABLE RATE NOTE (the "Note") to the LENO BEACH MORTGAGE COMPANY (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

LENO BEACH MORTGAGE COMPANY
2300 SOUTH CLARKE AVENUE
CHICAGO, IL 60636
(Former Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER 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. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial interest rate of 10.375% and the monthly payments, as follows:

B. INTEREST RATE AND MONTHLY PAYMENT CHANGES
(A) Change Dates
The interest rate I will pay may change on the first day of

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in the Wall Street Journal. The most recent Index figure available as of the date 3 days before each Change Date is called the "Current Index".

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 0.375% and Three Eighths percentage point(s) (3/8) to the Current Index. The Note Holder will then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change 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.

ADJUSTABLE RATE RIDER LIBOR INDEX

Page 1 of 2
ELECTRONIC LEASE AGREEMENT NO. 100-327-0545

PA
THOMAS

56612902

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Loan No. 2110752-5542

9
6
1
4
1
6
8
5

(D) Limits on Interest Rate Changes
The interest rate I am required to pay at the first Change Date will not be greater than 11.375 % or less than 10.375 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One and One Half percentage point(s).
I am 1,500 % from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 17.375 % or less than 10.375 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment prior to the effective date of any change. The notice will include information required by law to be given me and also the name and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

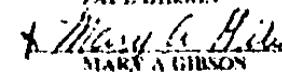
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be furnished to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and the Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 can 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

 PAUL GIBSON	(Seal) Borrower	(Seal) Borrower
 MARY A. GIBSON	(Seal) Borrower	(Seal) Borrower

1986005-001

Page 1 of 1

3682

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9
6
1
4
1
6
8
5

LEGAL DESCRIPTION

LOT 1 IN BLK 12 IN THE SUBDIVISION OF BLOCKS 5, 17 AND 18
OF DEWEY AND HOGG'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST
1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PLAT NO. 20-10-116-025

56161605

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING :
140009 TRAM 4035 08/09/96 16:00:00
439.50 :
COOK COUNTY RECORDER
41261 + SK *--96-612902

96612902

96141605

96612902