

UNOFFICIAL COPY

97260065

PROMISSORY NOTE SECURED BY MORTGAGE

\$8,250.00

DATE: April 9th 1997 Chicago, Illinois

The undersigned, BENNIE L. CAMERON, referred to herein as "MAKER", agrees to pay to the Order of LIBERTY BUILDERS, INC., a corporation of Illinois, referred to herein as "HOLDER". Or to its order, the sum of EIGHT THOUSAND, TWO HUNDRED, FIFTY & NO/100 (\$8,250.00) with interest thereon, at the rate of 16.99% per annum.

Said payments will be made to the HOLDER at 4717 N. Milwaukee Avenue, Chicago, Illinois 60630, or at such place as HOLDER designates, in writing. Monthly payments shall be in the amount of ONE HUNDRED, FIFTY-SEVEN & 70/100 (\$157.70). The first payment shall be due on May 1, 1997 and subsequent payments shall be due on the first day of each month thereafter with a final payment, unless sooner paid, due on April 1, 2005.

This Note is secured by a mortgage, duly recorded in the Recorder's Office of Cook County, Illinois and is subject to the terms, conditions, options and limitations contained therein. All payments received shall be first applied to interest and then to principal. Should MAKER fail to pay any installment when due, the HOLDER shall have the option to accelerate the payment of the full principal sum and accrued interest payable. HOLDER shall have the right for commercially reasonable causes, including, but not limited to, the institution of litigation, the filing of tax liens or any other objective sign of incapacity of MAKER to pay the principal or interest due, to accelerate the payment of the full principal sum and accrued interest payable.

This Note is payable in U.S. Dollars. At any time the maximum rate of interest applicable to this transaction shall not exceed the legal maximum rate of interest for a loan of this type. Any sums paid in excess of any lawful limitation shall be applied to principal.

MAKER shall timely make all payments on the first of each month as delineated above. If any payment is received after the 15th day of the month in which it is due, MAKER shall pay a penalty of 5% of the principal and interest and this amount shall be due and payable upon demand of HOLDER. Failure to demand such penalty shall not be evidence of waiver of right to assess this penalty on the part of HOLDER. Any sums not paid upon demand shall be added to the principal amount herein and shall incur interest until paid.

Upon default, this note will bear interest at the highest legal rate for this type of note until paid in full. Upon any default, MAKER agrees to pay reasonable attorneys' fees for any and all services of an attorney, whether in or out of court and all costs of collection, litigation, appeal and post judgment collection services.

Bennie Cameron
BENNIE L. CAMERON

DEPT-01 RECORDING 533.50
197777 TRAN 0483 04/15/97 12:32:00
#5206 + DR #97-260065
COOK COUNTY RECORDER
DEPT-10 PENALTY 130.00

97260065

50
33
+ 30

63.50

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:
LIBERTY BUILDERS, INC.
4717 N. MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60630

RECORD AND MAIL TO:
LIBERTY BUILDERS, INC.
4717 N. MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60630



MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 4/9
1997. The mortgagor is **BENNIE L. CAMERON**, ("Borrower"). This Security
Instrument is given to **LIBERTY BUILDERS, INC.**, an Illinois Corporation, and
whose address is 4717 N. Milwaukee, Chicago, Illinois 60630 ("Lender")

BORROWER owes Lender the principal sum of EIGHT THOUSAND, TWO
HUNDRED, FIFTY & NO/100 (\$8,250.00). 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 April 1, 2005. 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 1 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements
under this Security Instrument and the Note. For this purpose, Borrower does hereby
mortgage, grant and convey to Lender the following described property located in Cook
County, Illinois:

**LOT 86 AND THE SOUTH HALF OF LOT 87 IN RUDOLPH AND CHLADEK'S
ADDITION TO AUSTIN, A SUBDIVISION OF THE SOUTHEAST QUARTER
OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

which has the address of 1043 N. Mayfield, Chicago, Illinois 60651
P.I.N. 16-05-410-005

TOGETHER WITH all the improvements now or hereafter erected on the
property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 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.

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the date evidenced by the Note and any prepayment and late charges due under this Note.

2. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.

3. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and 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 in writing to 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 forfeiture of any part of the Property; 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 this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause to read: LIBERTY BUILDERS, INC., an Illinois Corporation. 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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Unless Lender and Borrower agree otherwise 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 carried has offered to settle a claim, the 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 paragraph 1 or change the amount of the payments. If under paragraph 17 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.

5. PRESERVATION AND MAINTENANCE OF PROPERTY. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste.

6. 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 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 the Security Instrument, paying past due taxes or insurance premiums, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. 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.

8. 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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 paragraph 1 or change the amount of such payments.

9. 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 successor 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.

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY. 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 15. Borrower's covenants and agreements shall be joint and several.

11. 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 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 15.

12. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by certified or registered 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 certified or registered 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.

13. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the State of Illinois. 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.

14. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

97260065

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

15. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interests 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 those 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.

16. 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 11 or 15

17. 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 11 and 15 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 of 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. LENDER IN POSSESSION. Upon acceleration under paragraph 17 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

19. **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 charge.

20. **WAIVER OF HOMESTEAD.** Borrower waives all rights of homestead exemption in the Property.

21. **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.

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

Bennie L. Cameron
BENNIE L. CAMERON

STATE OF ILLINOIS, COUNTY OF COOK ss:

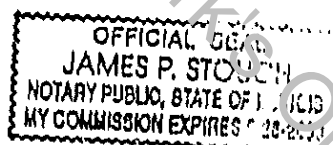
I, a Notary Public in and for said county and State, DO HEREBY CERTIFY, that

BENNIE L. CAMERON, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that he appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 11 DAY OF April, 1997.

James P. Stouch
NOTARY PUBLIC

-6-



UNOFFICIAL COPY

Property of Cook County Clerk's Office