98403437

DEPT-01 RECORDING

\$31.50

740007 TRAN 2484 05/15/98 13:22:00

COCK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 4, 1998 The mortgagor is kevin 🗈 Addreson and Susan m amberson, husband and wife

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

LIBERTY BANK FOR SAVIETS

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

and whose address in

7111 W. FOSTER AVENUE

. CHICAGO, IL 60656-1988

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

ONE HUNDRED THOUSAND AND 00/100

). This debt is evidenced by Borrower's note dated the same date as this Security. Dollars (U.S. \$ 100,000.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument recovers to Lender: (a) the repayment of the debt evidences June 1, 2013

by the Note, with interest, and all renewals, extensions and modification 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:

LOT 28 IN BLOCK 8 IN WALTER G. MCINTOSH'S 2ND ADDITION TO MORMOOD HEIGHTS, BEING A SUBDIVISION OF LOT 6 IN SUPERIOR COURT, PARTITION OF PART OF THE MORTH 1/2 OF SECTION 7, ALSO THE MORTH 1/2 OF THE MORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, ALL IN TOWNSHIP 40 WORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MASSOF SAID SURDIVISION, RECORDED IN THE RECORDER'S OFFICE ON OCTOBER 2, 1929, AS DOCUMENT NUMBER 9053441, IN COOK COUNTY, XLLINDIS. PIN # 13-07-3(8-036

which has the address of 5110 M MEN ENGLAND AVE

(Street)

CHICAGO

[City]

Illinois

SHEET MANAGEMENT TIES

6065637055 [Zip Code]

("Property Address");

ILLENOIS - Single Family - Famile Mac/Freddie Mac UNIFORM INSTRUMENT

Facos 3014 9/30

STEM SPORT (MOR)

(Page 1 of 6 pages)

TOGETHER WITH all the improvements now or increases erected on the property, and all casements, apparements, and finance now or increases 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 invalidy seized of the estate hereby conveyed and has the right to

personer warrants and convey the Property and that the Property in unencumbered, except for encumbrances of record, personer warrants and will defend generally the title to the Property against all claims and demands, subject to any rances of recent.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with advertishes by jurisdiction to constitute a uniform occurity instrument covering real property.

UNIFORM COVERANTS, Borrower and Lender coverant and agree as follows:

1. Payment of Principal and Interest; Propagment and Late Charges. Betrower shall precapily pay when due the principal of and inscreet on the debt evidenced by the Note and any propayment and late charges due under the Note.

2. Funds for Tosses and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lander on the day monthly payments are due under the Note, until the Note is paid in full, a man ("Funds") for: (a) yearly taxes and assessment which may attain priority over this Socurity Instrument as a lien on the Property; (b) yearly leasefuld payments or grown rems on the Property, if any; (c) yearly leasefuld payments or grown rems on the Property, if any; (c) yearly leasefuld insurance premium. If any; and (f) any sums payable by Burrower to Lander, in accordance with the previous of paragraph 8, in live of the payment of mortgage insurance premium. These items are called "Eacro" blues. Lander may, at any time, collect and hold Punds in an amount not to exceed the maximum amount a lender for a fair (S); related mentures lease rank seminim for Resonance's seconal seconal seconal states the failured that mount a lender for a fed (Ny related mortgage loss rany require for Borrower's excrew account under the federal Estate Sentlement Procedures P.2 of 1974 as assemble from time to time, 12 U.S.C. \$2601 or seq. ("RESPA"), unless an low that applies to the Funds set; a lesser amount. If so, Lander may, at any time, collect and hold Funds in an amount a exceed the losser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimate the amount of expendiences of future Eccrew hem; or exercise in accordance with applicable law.

The Pands shall be held in an inclusion whose deposits are insured by a federal agency, instrumentality, or onity (including Lunder, if Lunder is such an institution) or in any Federal Home Lone Bunk. Lender shall apply the Punds to pay the Escrew Items. Lender may not charge Surveyer for helding and applying the Funds, annually analyzing the escrew account, or verifying the Escrew Items, unless lander pays Borrower interest on the Funds and applicable long parameters. Lander to make such a charge. However, Leader we require Borrower to pay a one-time charge for an independent real same text reporting service used by Leader in connectin with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Leader shall not be required to pay Borrower any interest are entiring on the Funds. Borrower and Leader may agree in writing, however, that interest shall be paid on the Funds. Leader shall give to Borrower, without charge, an animal accounting to be Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds to be bedged as additional security for all some secured by this Security Instrument.

If the Funds held by Leader exceed the amounts permitted to be beld by applicable law, Leader shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leader at any time is not sufficient to pay the Encrow Rems when the, Leader they so notify Borrower in writing, and, its such case Burrower shall pay to Leader the amount necessary to make up the deficiency. Borrower shall make up the deficiency is no more than twelve mouthly payments, at Lander's sole discretion.

Upon payment is full of all sums secured by this Security Instrument, Leader shall promptly refund to Borrower any

Upon payment in full of all sums secured by this Security Instrument, Lender she's promptly refund to Borrower any Punds held by Lender. If, under paragraph 21, Lender shall sequise 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 Paymouts. Unless applicable law provides otherwise, all payments regived by Lender under surgesplus 2 and 2 shall be applied: first, to any propayment charges due under the Note; account, to increase payable under scapping 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 imposition excitatable to the Property which may attain priority over this Socurity Instrument, and leasehold payments or ground remain any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Boscower shall pay them on time directly to the purson owed payment. Borrower shall promptly farnish 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

berrower 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 fair lien by, or defends against enforcement of the lien in, legal proceedings which is the Lender's opinion operate to prevent the enforcement of the lien; or (c) occurs from the holder of the lien an agreement satisfactory to Lender subordinating the lien to his Socurity Instrument. If Lender determines that any part of the Property is subject to a lieu which may attain princity over his Socurity Instrument, Lender may give Borrower a natice identifying the lieu. Borrower shall satisfy the lieu or take one or

more of the actions set forth above within 10 days of the giving of notice.

5. Hannel or Property 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, including is or Seeding, for which Lender requires insurance. This insurance shall be maintained in the assesses a

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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. If Borrower fails to maintain coverage described above. Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the 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 rostpone 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 'ro perty is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Propert, prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior of ac acquisition.

6. Occupancy, Preserv dyn. Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrum at and shall commute to occupy the Property as Borrower's principal residence for at least one year after the date of occurancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externating 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 mbether civil or criminal, is begun that in Lender's good faith judgment could result in forfeinire of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a Ge ault and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations converning Borrower's occupancy of the Property 28 2 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 snall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may an infectable 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 Locaver secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall care interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

payment.

8. Mortgage Insurance. If Lender required mortgage insurance 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance each month a sum equal to one-twelfith 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 lost 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.

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10. Condemnation. The proceeds of any award or claim for damages, career or communities, as communities or other taking of any part of the Property, or for conveyance in lies of condemnation, are hereby

ed and shall be paid to Londer.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security netronant, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in thick the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums 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 studiolical by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair number value of the Property immediately before the taking. Any belonce 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 runs. secured immediately before the taking, unless Borrower and Londer otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the surm secured by this Security Instrument whether or not the same are

If the Property is abandoned by Berrower, or if, after natice by Lender to Borrower that the condemnar offers to make an award or saide a chain for durages, florrower fails to respond to Lender within 30 days after the date the nation 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 same second by this to paying hustoness, whether or not then due.

Unless Lander and Possymer otherwise agree in writing, any application of proceeds to principal shall not extend or suspens the due date of the longithy payments referred to in puragraphs 1 and 2 or change the amount of such payments.

11. Buseover Not Belowind: Forbearance By Lunder Not a Walver. Extension of the time for payments or indifficution of amortization of the cases secured by this Security Instrument granted by Lender to any successor in instrument Decreases shall not operate to release the liability of the original Bostower or Bostower's successors in interest. London shall not be required to commence any sings 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 mi Berrower or Borrower's successor in interest. Any forbcarance by Lender in exercising any right or remody shall

not be a majour of or proclude the enercise of my hight or samply.

9840343 12. Successors and Analysis Bound; John of Several Linbility; Co-eigeness. 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-eigen this Security Instrument but does not execute the Note: (a) is co-eigening this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of the Fourity Instrument; (b) is not personally obligated to pay the sease secured by this Security Instrument; and (c) agrees that Localer and any other Borrower may agree to extend, studify, forther or make any accommodations with regard to the terms of this Security Instrument or the Note without that REPOWER'S COMMENT.

13. Lean Charges. If the loan secured by this Socarity Institutes in subject to a law which sets maximum limit charges, and that how is finally interpreted so that the interest or other from charges collected or to be collected in connection ith the loan exceed the permitted limits, then: (a) any such loan charge shall be induced by the amount successary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrows; which exceeded permitted limits will be refunded to Borrower. Leader many choose to make this refund by reducing the principal owed under the Note or by making a oct payment to Borrower. If a refund reduces principal, the reduction will be treshy/22 2 partial propayment without any

propayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shill be given by delivering it or by mailing it by first class smill unless applicable law requires use of another method. The notice of all by directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shill be given by first class mail to Lender's address stand herein or any other address Lender designates by notice to Borrower. (any species 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 of the mindiction in which the Property is located. In the event that any provision or clause of this Security land manner 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. Berrower's Copy. Berrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Boueficial Interest in Borrower. If all or any part of the Property or any interest ld or numbered (or if a beauticial innerest in Borrower is sold or transferred and Borrower is not a natural personwithout Lender's prior written consent, Lender may, at its option, require immediate payment in full of all name secured by this Socratry Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal low as of te of this Security Instrument.

If Londor exercises this option, Londor shall give Borrower notice of acceleration. The notice shall provide a paried of not loss than 30 days from the date the notice is delivered or mailed within which Borrower must pay all some secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender stery involve any semadist permitted by this Security Instrument without further notice or demand on Borrower.

16. Berrower's Right to Belastate. If Berrower meets certain conditions, Borrower shall have the right to have int 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 as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Securices. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or on the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of xxy Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small car civies of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.
- Borrower shall promptly give Lender whiten notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private many involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrow's prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (by not prior to acceleration under paragraph 17 traless 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 8 arower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in (b) extice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foruclosure. 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 repring the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of tife evidence.
- 22. Refease. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Graduated Payment Rider Balloon Rider Other(n) [specify]	Planned Unit Development Rider Rate Improvement Rider	Biweekly Payment Rider
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		Second Home Rider
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BY SIGNING #FLOW, Borrower acc carry havenment are in any rider(s) exect	opts and agrees to the terms and coverant	contained in pages I through 6 of
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delivered the said instruments as THE	ZH. free and voluntary :	act, for the case and purposes thereis
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