

DOCUMENT NO.

1298853

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

GLADINE J M'BRIDE

DATE OF SEARCH:

794460

90 JUL 16 10:26

CAROL ROSELEY BRAUN
REGISTRAR OF TILES

7-16-90

Property of Cook County Clerk's Office

RESULT OF SEARCH:

None

INTENDED GRANTEEES OR ASSIGNEES:

RESULT OF SEARCH:

IDENTIFIED
No.
Carol Roseley Braun
Liberty

LAST DATE SEARCHED 10/25/89

UNOFFICIAL COPY

MORTGAGE

July 13 19 90

3896732

8836 SOUTH CONSTANCE, CHICAGO, ILLINOIS 60617

Property Address City State Zip Code

GLADINE J. MCBRIDE, / SPINSTER

Borrower(s) Borrower(s) address if different from Property address

TRAVELERS MORTGAGE SERVICES, INC., 1 S 660 MIDWEST ROAD, SUITE #100, OAKBROOK

Lender Lender address TERRACE, ILLINOIS 60181

PRINCIPAL BALANCE (the amount you borrowed)	[REDACTED]	PAYMENT AMOUNTS AND TIMES (your monthly payments)			
		Monthly Payment U.S. \$	Final Payment U.S. \$	First Payment Date	Final Payment Date
U.S. \$ 55,600.00		645.47	645.47	8/18/90	7/18/10

THIS MORTGAGE ("Security Instrument") is made today between the Borrower of the name and address shown above (herein "Borrower"), and the Lender shown above, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF NEW JERSEY

with an address shown above (herein "Lender"). WHEREAS, Borrower is indebted to Lender in the amount of the Principal Balance shown above, which indebtedness is evidenced by Borrower's note dated the same date as this Security Instrument and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the Final Payment date shown above.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property which has the address shown above (herein "Property Address"):

[REDACTED]

Property Tax Index Number: 25-01-114-062

LOT FOURTEEN (EXCEPT THE NORTH HALF (1/2) THEREOF) (14) LOT FIFTEEN (15) IN BLOCK TWO (2) IN GEORGE AND WANNER'S ADDITION TO HYDE PARK IN THE NORTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SAID PROPERTY REFERRED TO AS LOT(S) OF BLOCK(S) ON THE MAP OF CHICAGO, COOK COUNTY, ILLINOIS

ALSO KNOWN AS 8836 SOUTH CONSTANCE CHICAGO, ILLINOIS 60617

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO: NANCY A. KNUDSON TRAVELERS MORTGAGE SERVICES, INC., 1 S 660 MIDWEST ROAD, SUITE #100, OAKBROOK TERRACE, ILLINOIS 60181

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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.

note identified

3896732

Cook County Clerk's Office

UNOFFICIAL COPY

Horrower requesting payment.

Any amount disbursed by Lender under this paragraph 7 shall become additional debt of Horrower secured by this Security Instrument. Unless Horrower 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 the date of Horrower secured by this Security Instrument.

Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amount disbursed by Lender under this paragraph 7 shall become additional debt of Horrower secured by this Security Instrument. Unless Horrower 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 the date of Horrower secured by this Security Instrument.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Horrower fails to perform the obligations and the title shall not merge unless Lender agrees to the merger in writing.

6. Preservation and Maintenance of Property; Leasehold; Borrower's Obligations. Horrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Horrower shall comply with the provisions of the lease, and if Horrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

5. Hazard Insurance. Horrower 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 Horrower requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Horrower subject to Lender's approval which shall not be unreasonably withheld.

4. Charges; Taxes. Horrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to or after the date of this Security Instrument, and leasehold payments or ground rents, if any. Horrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Horrower shall pay them on time directly to the person owed payment. Horrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph 4. Horrower makes these payments directly. Horrower shall promptly furnish to Lender receipts evidencing the payment.

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Horrower and Lender covenant and agree as follows:

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds (and applicable law permits Lender to make such a charge). Horrower and Lender may agree in writing that interest on the Funds shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Horrower any interest or earnings 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 debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Horrower's option, either repaid to Horrower or credited to Horrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Horrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon Payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Horrower any Funds held by Lender. If under paragraph 1 or 2 of this Security Instrument, Lender shall promptly refund to Horrower any Funds held by Lender, Lender shall promptly refund to Horrower any Funds held by Lender.

Later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

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Later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance until the maturity of the loan. The requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property or for conveyed in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by, (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments required to, by paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any default made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint, Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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JUL 10 11 12: 27
CAROL ROSELEY BRAUN
REGISTRAR OF TITLES

RECORD AND RETURN TO:
TRAVELERS MORTGAGE SERVICES, INC.
1 S 600 MIDWEST ROAD, SUITE #100
OAKBROOK TERRACE, ILLINOIS 60181

Submitted by
Address
Phone
Deliver credit to
Address
Deliver documents to
Address
Notified
LIBERTY TITLE INS CO

LIBERTY TITLE INS CO
925 N. PLYM GROVE RD.
SCHAUMBURG, IL 60173
312 519-7733

#90003375

My Commission expires: 3-14-93
Notary Public, State of Illinois
My Commission Expires 3/14/93
KAREN S. PORKE
"OFFICIAL SEAL"

Given under my hand and official seal, this 13th day of July, 1990
Notary Public
Karen S. Porke

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

state, do hereby certify that CLADINE J. MCBRIDE, A SPINSTER

STATE OF ILLINOIS, County ss: *Rock*

Witness
Witness
Witness
Witness
CLADINE J. MCBRIDE
Cladine J. McBride
Witness
Witness
Witness
Witness

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security In-

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Balloon Payment Rider
- (Other(s)) [specify]

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of the evidence.
20. Lender in Foreclosure. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (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 payments 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 attorney's fees, and then to the sums secured by this Security Instrument.
21. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
22. 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]