

# UNOFFICIAL COPY

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ILLINOIS  
RECORD

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## MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on June 18, 1986. The mortgagor is Brian V. Shogren and Susan M. Shogren, his wife and Howard C. Paulson and Leila R. Paulson, his ("Borrower"). This Security Instrument is given to Crown Mortgage Company, which is organized and existing under the laws of the State of Illinois, and whose address is 6131 N. 95th Street, Oak Lawn, Illinois 60453 ("Lender"). Borrower owes Lender the principal sum of Fifty Four Thousand and No/100ths Dollars U.S.\$54,000.00). 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 July 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; (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 36 IN BLOCK 13 IN HILLSIDE MANOR UNIT 3 BEING A SUBDIVISION IN THE NORTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 15-17-111-009-0000

which has the address of 4434 Jackson, Hillside, IL, Street, City, State, Zip Code:

Illinois 60162 ("Property Address"); Zip Code:

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

BORROWER COVENANTS that Borrower is lawfully 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.

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This Doc. was prepared by:  
Crown Mortgage Co.  
Anne Marie M. Loschabow  
6131 W. 95th Street  
Oak Lawn, Illinois 60453

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Piled for Record in the Recorder's Office of  
DOC. NO. \_\_\_\_\_  
Placed for Record in the Recorder's Office of  
County, Illinois, on the day of  
A.D. 19\_\_\_\_\_  
At \_\_\_\_\_  
Clock \_\_\_\_\_ and duly recorded in Book  
of \_\_\_\_\_ page \_\_\_\_\_

COUNTY OF SISKIYOU

: 65

STATE OF MILLIONS

*Susan M. Shogren* Susan M. Shogren, his wife  
Howard C. Paulson Helen R. Paulson, his wife  
*Howard C. Paulson* (See) (See)  
*Susan M. Shogren* Susan M. Shogren, his wife  
Barbara (See) (See)

BY SIGNING BELOW, I HEREBY ACCEPT ALL TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN THE ADDENDUM(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- 2-4 Family Rider
- Adjustable, Brake Rider
- Condominium Rider
- Planned Unit Development Rider
- Graduate Parment Rider
- Other(s) (specify) \_\_\_\_\_

22. WHETHER TO PURCHASE INSURANCE: BORROWER WILL PURCHASE INSURANCE EXPLANATION IN THE TOPIC;  
23. PAYMENT TO THIS SECURITY: IF ONE OF MORE READERS ARE EXACUTED BY BORROWER AND RECORDED TOGETHER WITH THIS SECURITY, THE COVENANTS AND AGREEMENTS OF THIS SECURITY (INSTRUMENT AS IT IS RECORDED) SHALL BE IMPOBORTED INTO AND SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF EACH SUCH READER WHICH SHALL BE IMPOBORTED INTO AND SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS SECURITY (INSTRUMENT AS IT IS RECORDED);  
24. SECURITY: CHECK APPROPRIATE BOX (ES)]

21. **Receivers.** Upon payment of all sums secured by this instrument, Lender shall release this security instrument without charge to Borrower; Borrower shall pay any recording costs.

20. **Lender's Right to Possession.** Upon acceleration under Paragraph 19 or abandonment of the Proprietary and at any time prior to the expiration of any period of redemption following foreclosure by judgment, by agreement of the judgment creditor and the receiver, or bonds and costs of title evidence, or reasonable attorney's fees and costs of title to the sums secured by this Security instrument.

19. Acceleration of payments: In the Security Instrument (but not prior to acceleration) Borrower's failure to pay any amount due under the Security Instrument or under any other agreement with Lender shall give notice to Borrower prior to acceleration following Lender's demand to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including interest demanded and may require that this Security instrument be judicial proceedings.

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

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

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

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

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

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

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

**11. Successors and Assigns 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, 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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Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security instrument unless Borrower and Lender agree to otherwise pay able, with interest, upon notice from Lender to Borrower the date of disbursement at the Note rate and shall bear interest from the date of payment to the date of disbursement at the Note rate and shall bear interest from the date of payment to the date of disbursement payable to Lender.

7. Protection of Leander's rights in the property; Alternative measure. If Borrower fails to perform the covenant and neglects to correct it in writing.

b. Preferential and Maintenance of Property; Leases.  
Borrower shall change the Property, allowing the lessee to commit waste if this Security Instrument is on a leasehold and Borrowser shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

Unless Lennder 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 19 the Property is acquired by Lennder, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the extent of the sums secured by this Security interest.

Unless Lender and Borrower otherwise proceed, shall be applied to restoration of repair of the Property damaged; if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration of repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the repair of the Property in writing. Insurance proceeds shall be applied to repair of the Property less Lender and Borrower otherwise proceed, whether or not less than the sum necessary to repair the Property.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Unreasonable charges, fees, or costs, including attorney's fees, shall not be included in the amount of the loan.

of the Building of notice.

4. Charges: Lenses, Borrowser shall pay all taxes, assessments, charges, fines and impositions terminating to the Proprietary which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these assessments, charges, fines and impositions terminating to the Proprietary which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

Upon payment in full of all sums accrued by this SecuritY instrument, Lender shall promptly return to Borrower any Funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, any Funds held by Lender at the time of this instrument immediately revert to the scale of the Property or its acquisition by Lender, any Funds held by Lender, no later than immediately upon receipt of payment in full of all sums accrued 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 dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at the due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 Legendre if Legendre is such an institution). Legendre shall apply the Funds to pay the escrow items. Legendre may not charge for holding and applying the Funds, analyzing the account of verifying the escrow items. Legendre may receive an interest on the Funds and applicable law permits Legendre to make such a charge. Legendre may agree to be paid a fee for holding and applying the Funds, analyzing the account of verifying the escrow items.

**1. Payment of Principal and Interest; Prepayments and Late Charges.** Borrower shall promptly pay when due the principal of and interest on 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 on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Note; (b) yearly leasehold payments or ground rents to the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "covered items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future covered items.