

# UNOFFICIAL COPY

DUK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 JUN 24 PM 1:03

86257431

70-54-496 DS

[Space Above This Line For Recording Data]

13<sup>00</sup>

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... June 14, 1986.....  
19..... The mortgagor is ..CHARLES..HANSON..AND..LORELEI..HANSON.,..husband..and..wife.....  
..... ("Borrower"). This Security Instrument is given to ..THE FIRST.....  
.....NATIONAL BANK OF GENEVA....a..national..banking..association.....  
....., and whose address is ..21..North..Third..Street.....  
.....Geneva,..Illinois..60134..... ("Lender").  
Borrower owes Lender the principal sum of ...Seventy-Four Thousand Five Hundred and no/100.....  
..... Dollars (U.S. \$...74,500.00.....). 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 .....June 20,..2001..... 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:

Unit 1104 as delineated on survey of the following described parcel of real estate  
(hereinafter referred to as "Parcel"): Lots 13, 14, 15 and 16 in subdivision of  
Block 3 of Gutlot "A" of Wrightwood, being a subdivision of the South West 1/4 of  
Section 28, Township 40 North, Range 14 East of the third principal meridian,  
according to the plat thereof recorded November 17, 1886 as document number 773976  
in Book 24 of Plats, Page 31 in Cook County, Illinois, which survey is attached  
as exhibit "A" to Declaration of Condominium Ownership for the 2626 Lakeview  
Condominium Association made by American National Bank and Trust Company of  
Chicago, as Trustee Under Trust Agreement dated May 4, 1967 and known as Trust  
Number 25000 and recorded in the office of the Recorder of Deeds of Cook County,  
Illinois as Document Number 23671679 amended by amendment recorded December 16, 1985  
as Document 85324891 together with its undivided percentage interest in said parcel  
(excepting from said parcel all the property and space comprising all the units  
as defined and set forth in said Declaration and Survey) in Cook County, Illinois.

14-28-318-064-112 JB

which has the address of ..... 2626 Lakeview Avenue.....  
..... [Street]..... Chicago.....  
..... (City)  
Illinois ..... 60614..... ("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 seised 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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Geneva, Illinois 60134

21 North Third Street

GENEVA, ILLINOIS, BY THOMAS C. NO CHARGED,  
SUIT AGAINST DR. T. H. COOPER, M.D., AND HIS  
ATTORNEY.

"ITS ATTORNEY"

130

PLEASE RETURN DOCUMENT TO:

**Space Below This Line Reserved for Lander and Recorder**

Notary Public

Given under my hand and official seal, this 14th day of June 1986

*set forth.*

**STATE OF ILLINOIS.**

#### Space Below This Line For Acknowledgment

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security  
Instrument and in any rider(s) executed by Borrower and recorded with it.  
CHARLES HANSON  
*Charles Hanson*  
LORRIE HANSON  
*Lorraine Hanson*  
Borrower  
\_\_\_\_\_  
(Seal)  
Borrower  
\_\_\_\_\_  
(Seal)

- Adjusted Posture Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Rider
- Planned Unit Development Rider
- Other(s) [Specify]

23. Rights to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the terms and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

21. Receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

22. Receiver's costs of managing or the property and reasonable attorney's fees, but not more than \$1,000.00, plus reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. The expiration of any period of redemption under paragraph 19 of this instrument of the Property and at any time  
prior to the expiration of any period of redemption following judgment in the suit, Leander (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 paid due. Any rents collected by Leander or the receiver shall be applied first to payment of the  
appended rents and then to the expenses of managing the Property and finally to the payment of the principal and interest.  
21. Upon acceleration under paragraph 19 of this instrument of the Property and at any time

existsence of a default or any other defenese of Borrower to a acceleration and foreclosure. If the default is not cured 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.

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3 6 2 5 7 4 3 1

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 Note; 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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