

# UNOFFICIAL COPY

2-18-2

86335583

(Space Above This Line For Recording Data)

## MORTGAGE

5-01

THIS MORTGAGE ("Security Instrument") is given on AUGUST 1  
1986 The mortgagor is MICHAEL J. HENNIG AND PATRICIA M. HENNIG, HUSBAND AND WIFE

Rush  
Unit-X  
S1108248

("Borrower"). This Security Instrument is given to NORTHWEST NATIONAL BANK  
OF CHICAGO  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is  
3985 MILWAUKEE AVENUE  
CHICAGO, ILLINOIS 60641  
Borrower owes Lender the principal sum of  
EIGHTY TWO THOUSAND AND NO/100---

Dollars (U.S.) 82,000.00 ). 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 AUGUST 1, 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:  
LOT 4 IN BLOCK 29 IN PROSPECT PARK COUNTRY CLUB BEING A SUBDIVISION  
OF THE SOUTHEAST 1/4 OF SECTION 11, AND THE SOUTH 15 ACRES OF THE  
EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE  
11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REC'D -01 RECORDING \$13.25  
T#4449 TRAN 0086 08/06/86 14:56:00  
#1767 # C \*-----536583  
COOK COUNTY RECORDER

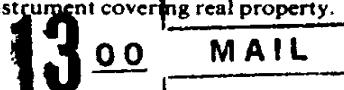
08-11-430-019 *LG*

which has the address of 406 LONNQUIST, MOUNT PROSPECT  
(Street) (City)  
Illinois 60056 ("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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NORTHWEST NATIONAL BANK OF CHICAGO  
3985 MILWAUKEE AVENUE

NORTHWEST NATIONAL BANK OF CHICAGO

RECORD AND RETURN TO:

CHICAGO, IL 60641

ELAINE DRUKE

My Commission expires:

Given under my hand and official seal, this

SCHLÖTER

signed and delivered the said instruments as **THEIR** free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

personally known to me to be the same person(s) whose name(s) are

do hereby certify that MICHAEL J. HENNIG AND PATRICIA M. HENNIG, HIS SPOUSE AND WIFE

• A Notary Public in and for said county and state;

*Josephine Goldsworthy*

County ss: 200

STATE OF ILLINOIS,

-Batteries  
-Scales

-Bortower  
(Seal)

MICHAEL J. HENNING  
MICHAEL J. HENNING  
Patricia M. Henning  
PATRICIA M. HENNING  
BOSTON  
(Seal) BOSTON  
BOSTON  
BOSTON  
BOSTON

By SIGNING BELOW, Borrower(s) 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.

- Adjustable Rate Rider
  - Condominium Rider
  - 2-4 Family Rider
  - Planned Unit Development Rider
  - Graduated Rider
  - Other(s) [Specify] \_\_\_\_\_

23. **Right to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with such Security Instruments, 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 box(es)]

21. 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 costs.

22. Waiver of Homestead. Borrower waives all rights of homestead compilation in the Property.

**PROPERTY FEES** - The fees for services provided by the Association shall be as follows:

20. Leader in Possession. Upon selection of any period of redemption or time of evidence, but not until the date of the first payment, the holder may require delivery of the notes or bonds prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by attorney-in-fact) shall be entitled to and make all necessary arrangements for and collect the debts of

Under all circumstances without further demand and may require this Security Instrument to be paid in full at all sums secured by this Security Instrument in full payment of all sums provided in this paragraph 19, including:

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to repossess after acceleration and the right to assert in the foreclosure proceeding the non-existence of any other defense or Borrower to acceleration and foreclosure. If the default is not cured on or before the date set forth in the notice, the Lender may proceed to foreclose on the property.

unless applicable law provides otherwise). The notice shall specify: (a) the date required to cure 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 or before the date specified in the notice may result in acceleration of the sums and interest due.

119. Acceleration, Remedies. Lender shall give notice to Borrower to accelerate following Lender's failure to accelerate principal or interest payments within thirty days after receipt of such notice.

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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 Board; 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 7 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 rate set forth in the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

In such a case, the parties may take action under this paragraph 7, Lender does not have to do so.

7. Protection of Lender's Rights in the Property Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may ultimately affect Lender's rights in the property, Lender may do and pay for what ever 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 his Securi-

6. **Preservation and Maintenance of Property|Lessees**holds.

Borrower shall not destroy, damage or substandardly change the Property to deteriorate or commit waste. If in this Security Instrument is on a leasehold and Borroewer shall not merge leases. Lender agrees to the merger in writing.

When this notice is given:  
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principles, 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 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 instrument immediately prior to the acquisition.

All insurance policies and renewals shall be acceptable to Lender, and shall include a standard mortgage clause, which may make proof of loss if not made promptly by Borrower.

**5. Hazarded Insurance.** Borrower shall keep the insurance premiums now existing or hereafter received on the property measured 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 shall be chosen by Borrower. subject to Lender's approval which shall not be unreasonably withheld.

receivers provide distinguishing time signatures.  
(a) Borrower shall satisfy the lien by payment of the amount of the obligation secured by the lien in a manner acceptable to Lender; (b) contestants in good faith the lien by, or defends against an action brought by the Lender to collect on the lien, illegal 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 to release the lien by, or defers enforcement of the lien in, illegal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the property; or (d) takes other action as Lender may direct to satisfy the lien or take one or more of the actions set forth above within 10 days of the signing of the lien.

Property which may strain or over stretch its security instruments, charges, leases, and impositions tributable to the Borrower shall pay the obligatories in the manner provided in Paragraph 2, or if not paid in full, Borrower shall pay them on time directly to the person named in Paragraph 1. If Borrower shall promissory furnish to Lender all notices of amounts to be paid under this Agreement, Lender will make these payments directly, Borrower shall promissory furnish to Lender

Paragraphs 2 & 2A provide other remedies for breach of contract under the Note, to the extent applicable.

Any Funds held by Lender, if under Paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, than immediate Payment in full to the Lender, any Funds held by Lender, any Funds held by Lender, no later than imputation of the sums accrued by this Security Instrument.

If the due dates 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 Prepaid to the Funds held by Lender or credited to Borrower or Prepaid to the Funds held by Lender.

The Funds shall be held in an institution the depositors or accountants 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, Lender may not charge for holding and applying the Funds, and paying the account of very large the escrow items, unless Lender pays Borrower interest on the Funds and permits Lender to make such a charge. Borrower and Lender may agree to charge for holding and applying the Funds, and paying the account of very large the escrow items, unless Lender pays Borrower interest that accrues to Lender to make such a charge. Borrower and Lender shall agree in writing that interest 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 Borrower any interest or earnings on the Funds. Lender shall give five to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and Lender's security interest in the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give five to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and Lender's security interest in the Funds. This Funds are pledged as additional security for the sums secured by this Security Instrument.

**1. Payments of Principal and Interest; Preparation and Late Charge.** Borrower shall promptly pay the principal of and interest on the Note and any prepayment due under the Note.

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