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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1987 OCT 15 PM 2:13

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[Space Above This Line for Recording Data]

## MORTGAGE

14<sup>00</sup>

THIS MORTGAGE ("Security Instrument") is given on ..... October 13.....  
19....87.. The mortgagor is ....Dale W... Ansell...and...Rosemarie M... Ansell... his wife.....  
..... ("Borrower"). This Security Instrument is given to.....  
..... LAKESIDE BANK....., which is organized and existing  
under the laws of ..... and whose address is .....  
..... 141 West Jackson Avenue... Chicago, Illinois 60604..... ("Lender").  
Borrower owes Lender the principal sum of ....Seventy Thousand and No/100.....  
..... Dollars (U.S. \$., 70,000.00.....). 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 .....November 1, 2002..... 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:

Permanent Tax I.D. #17-33-201-013-0000

Lot 22 in Subdivision Block 1 in the Subdivision of Block 4 in Canal  
Trustees' Subdivision in Section 33, Township 39 North, Range 14 East  
of the Third Principal Meridian, in Cook County, Illinois

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which has the address of ..... 3141...South ..SHields..Avenue....., .....Chicago.....,  
..... (Street) ..... (City)  
Illinois ..... 60616..... ("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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Date: 10/26/02 Name: John Doe

I, John Doe, a Notary Public and for said county and state, do hereby certify that before me and (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, personally appeared have executed said acknowledged said instrument to be John Doe, free and voluntary act and deed and that (this, her, their) John Doe executed said instrument for the purposes and uses herein set forth.

Witness my hand and official seal this 13th day of October, 1902.

My Commission Expires: 6/30/1988

NOTARY PUBLIC	MY COMMISSION EXPIRES
CONRAD D. DUKE	NOVEMBER PUBLIC STAMP OF ILLINOIS
"OFFICIAL SEAL"	

*(Signature)*

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BOX 221 - HV

MAIL TO: Ms. Ilona Rubas, American National Bank & Trust Company of Chicago,  
33 N. LaSalle St., 14th Fl., Chicago, Illinois 60690

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY  
INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED HERETOFORE.  
BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY  
INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED HERETOFORE.

20. Lender in Possession. Upon acceptance of application under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of reversion, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents and other charges due. Any rents collected by Lender or the receiver shall be applied first to paymenents of the Property including those set aside for the receiver's fees, and then to the sums secured by this Security instrument.

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 reasonable costs.

22. Waiver of Foreclosure. Borrower waives all rights of homestead exception in the Property.

23. Rights 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 box(es)]

2-4 Family Rider  
 Conditional Rider  
 Planned Unit Development Rider  
 Graduatee Participants Rider  
 Adjustable Rate Rider  
 Other(s) [Specify]

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 otherwise). The notice shall specify: (a) the date the default occurred to cure the default; (b) the action which the defaulter must take to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must cure the default; (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, foreclosing by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remanifest acceleration after acceleration if the defaulter fails to cure the default or fails to remanifest acceleration and the right to assert in the foreclosure proceeding further remedies or a default or any other defaulter to its option may require immediate payment in full of all sums secured on or under this Security Instrument without notice to Borrower. Lender at its option may require immediate payment in full of all sums secured on or under this Security Instrument without notice to Borrower. The defaulter is not entitled to title evidence.

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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 under this paragraph shall become additional debt of Borrower secured by this Security interest in the Note and shall bear interest at the rate set forth in the Note.

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, where it is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation 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 accrued by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorney fees and expenses on the Proportion to make repairs. Although Lender may take steps described above to do so.

6. **Preservation and Maintenance of Property:** Lessees 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 and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall be entitled to deduct from the monthly rent the amount necessary to repair and maintain the Property in good condition.

Under paragraph 19 the monthly payments referred to in paragraph 1 and 2 or otherwise agreed shall be paid to the lessor prior to the acquisition of the property by the lessee.

when the notice is given, the party may file a motion for a preliminary injunction.

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 receives, 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 company.

**5. Hazard Insurance.** Borrower shall keep title to the premises now existing or hereafter erected on the Project during the term of the insurance policy, and shall pay all premiums thereon. The insurance coverage shall include liability for personal injuries and property damage resulting from the ownership, maintenance, use, or operation of the Project, and shall be maintained at all times during the term of the insurance policy. The insurance carrier providing the insurance shall be chosen by Borrower and subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall prominently disclose the priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation in a manner acceptable to Lender; (b) contributes in good faith to the lien by contributing or agreeing to contribute part of any property which in the Lender's opinion operates to pre-empt the entire lien; (c) secures payment of any part of the debt by a surety or otherwise; (d) secures payment of any part of the debt by a trust agreement or other arrangement of the Lender's choice; (e) satisfies the lien by paying the debt in full; (f) satisfies the debt by paying the debt in full; (g) satisfies the debt by paying the debt in full; (h) satisfies the debt by paying the debt in full; (i) satisfies the debt by paying the debt in full; (j) satisfies the debt by paying the debt in full; (k) satisfies the debt by paying the debt in full; (l) satisfies the debt by paying the debt in full; (m) satisfies the debt by paying the debt in full; (n) satisfies the debt by paying the debt in full; (o) satisfies the debt by paying the debt in full; (p) satisfies the debt by paying the debt in full; (q) satisfies the debt by paying the debt in full; (r) satisfies the debt by paying the debt in full; (s) satisfies the debt by paying the debt in full; (t) satisfies the debt by paying the debt in full; (u) satisfies the debt by paying the debt in full; (v) satisfies the debt by paying the debt in full; (w) satisfies the debt by paying the debt in full; (x) satisfies the debt by paying the debt in full; (y) satisfies the debt by paying the debt in full; (z) satisfies the debt by paying the debt in full.

to pay interest on the principal amount borrowed. The borrower makes these payments directly to the lender.

4. Charges: Lien, Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

If the due 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 Borrower's option, either promptly repaid to Borrower or credited to Borrower's account 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 Lender if Lender is such an institution). Lender shall apply the Funds to pay the screw items. Lender may not charge for holding the Funds, analyzing the account of every item the screw items, unless Lender pays Borrower interests on the Funds and applying the Funds. Lender shall make such a charge. Borrower and Lender may agree to charge for holding the Funds and applying the Funds, analyzing the account of every item the screw items, unless Lender may not charge for holding the Funds and applying the Funds, analyzing the account of every item the screw items. Lender may not charge for holding the Funds and applying the Funds, analyzing the account of every item the screw items, unless Lender may not charge for holding the Funds and applying the Funds, analyzing the account of every item the screw items.

1. Payment of Principal and Interest: Prepayments and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written agreement 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 accrue prior to over this Security instrument; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.