

UNOFFICIAL COPY

88526129

F2

2092mchaleste

11 E3898
11

1988 NOV 15 AM 11:49

88526129

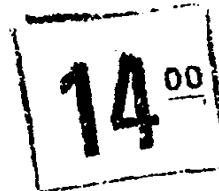
(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 11
1988 The mortgagor is John Irvin Hansen, a Bachelor

("Borrower"). This Security Instrument is given to Lake Mortgage Company, Inc.
which is organized and existing under the laws of the State of Indiana , and whose address is
("Lender").

Borrower owes Lender the principal sum of FORTY FOUR THOUSAND AND 00/100



Dollars (U.S. \$ 44,000.00)). 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 December 1, 2018. 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 504 IN THE EIGHTH ADDITION TO GLENWOOD GARDENS, BEING A SUBDIVISION OF PART OF
THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 3 AND PART OF THE EAST 1/2 OF THE
SOUTH WEST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NUMBER: 32-03-329-008-0000

PREPARED BY:

Peter S. Briggs
Merrillville, Indiana

RECORD AND RETURN TO:

Lake Mortgage Company, Inc.
4000 West Lincoln Highway
Merrillville, Indiana 46410-4371

BOX 333-CC

88526129

which has the address of 109 North Oak Lane
[Street]

Glenwood,
[City]

Illinois 60425 [Zip Code]

("Property Address");

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.

UNOFFICIAL COPY

NOTARY PUBLIC

My Commission Expires Dec 12, 1989

My Commission expires:

Given under my hand and official seal this 11th day of November, 1982.

sec forth.

signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein

. personally known to me to be the same person(s) whom, herein(s),

, a Notary Public in said court and state,

STATISTICS

ט' ז' ב'

Countless

----- [SPACE BELOW THIS LINE FOR ADDITIONAL INFORMATION]

(Scal)

GOLDEN

—Power
(125)

Instrument and in any paper executed by Borrower and recorded with it
the SIGNING BORROWER accepts and agrees to the terms and covenants contained in this Security
Agreement.

[Other(s) [specify]

Rider Development Unit Planned Rider

2-4 Family Rider Grandparent Rider Adult/Single Rider Child/Teen Rider

23. Riders to this Security Instrument, if one or more riders are exceeded by Borrower and recorded together with this Security Instrument, the co-owners and beneficiaries of each such rider shall be incorporated into and shall amend and supplement the co-owners and beneficiaries of this Security Instrument as if the rider(s) were a part of this Security

19. Acceleration of Remedies: Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement contained in this Security Instrument that fails to accelerate prior to acceleration following Borrower's failure to pay sums secured by this Security Instrument without further notice to Borrower, (a) the action required to cure the default, (b) the date the notice specifies, (c) the amount required to cure the default, (d) the date the default occurs, and (e) the date the default will occur if the default is not cured by the date specified.

UNOFFICIAL COPY

9

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.

88526129

UNOFFICIAL COPY

Any amounts disbursed by [] under this paragraph 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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

6. Preservation and Maintenance of Property; Leasesholds. Borrower shall not destroy, damage or substantially change 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 leasehold and fee title shall not merge unless granted access to the merger in writing.

1. less, I under and Borrower do otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of the payments if under paragraph 19 the Property is acquired by lessee. 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 instrument immediately prior to the acquisition.

(unless I underwrite and forgive otherwise agree in writing), insurance premiums shall be applied to restoration of repair of the Property damaged, if the restoration of repair is economically feasible and Landlord's security is not lessened. If the restoration of repair is not economically feasible or Landlord's security is lessened, the cost of repair shall be applied to repair of the Property or to pay sums secured by this Security Instrument, whether or not then due. The 60-day period will begin the Proprietor's or to pay sums secured by this Security Instrument, whether or not then due. The 60-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Landlord and shall include a standard mortgage clause all covenants of paid premiums and renewal rates. If end of reinsurance, Borrower shall promptly give to the Insurer one copy of paid premiums and renewal rates. In the event of loss, the owner shall give prompt notice to the insurance carrier and Landlord may make proof of loss if not made promptly at Borrower's

5. Hazarded Insurance: Beneficiary shall keep the improvements now existing or hereafter erected on the property insurance against loss by fire; hazards included within the term "extended coverage" and any other hazards for which Lender requires. This insurance carries coverage carter providing the insurance shall be chosen as beneficiary subject to Lender's approval which shall not be unreasonably withheld.

borrower shall prove and discharges any debt which has priority over this Security Instrument unless otherwise agreed in writing to the payment of a obligation incurred by the debtor to another person in good faith for debts or expenses arising out of or in connection with the business of the debtor.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property, which may attach prior to or after the security instrument, and establish payments in advance over this security instrument, if the person provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time due, and the holder of the obligation in the security instrument, shall promptly furnish to Lender receipts evidencing the payment.

3. Application of Payments. Unless otherwise provided, all payments received by Lender under this Note, shall be applied first, to late charges, due under the Note; second, to principal due

amount necessary to make up the deficiency in one or more payments as required by Lender.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges.
2. Funds for Taxes and Insurance. Subject to applicable law to a written waiver by Lender, Borrower shall pay to Lender on the days specified payments due the Note until the Note is paid in full a sum ("Funds") equal to one-twelfth of all realty taxes and assessments which may affect the Note or to a sum ("Funds") equal to one-twelfth of the total unpaid premiums or ground rents on the property, (c) readily hazard insurance premiums, and (d) year-end insurance premiums of insurance companies doing business in the State in which the property is located.