

# UNOFFICIAL COPY

88068151

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 FEB 17 PM 2:30

88068151

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 12,  
19 88 The mortgagor is Glenroy L. Hansen and Helen J. Hansen, husband and wife

("Borrower"). This Security Instrument is given to Sears Mortgage Corporation  
which is organized and existing under the laws of the state of Ohio , and whose address is  
300 Knightsbridge Pkwy # 500 Lincolnshire, Illinois 60069  
("Lender").

Borrower owes Lender the principal sum of One Hundred Eighty Four Thousand and 00/100s

Dollars (U.S.) 184,000.00 ). 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 March 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 3 IN 2 X 8 RESUBDIVISION OF LOT 12 IN BLOCK 4 IN ARLINGTON HEIGHTS  
COUNTRYSIDE, UNIT NUMBER 2, ~~XXXXXXXXXXXXXX~~ BEING A  
RESUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21,  
TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

03-21-302-015

ECC  
m

15<sup>00</sup>

which has the address of 1720 E. Oakton St. Arlington Heights,  
Illinois 60004 (Street) (City)  
[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**

"OFFICIAL SEAL" QINDY M. SKIRNIK  
NOTARY PUBLIC, STATE OF ILLINOIS  
W. OMISSION EXPRES 1/21/91

**RESTRUCTURE** **TO**  
Janyne Schlichte  
Seabars Mortgage Corporation  
8530 S. Milwaukee  
**LIBERATE YOURSELF**

Box 15

My Commission expires: 1-21-91

1988 February 1 day

31

51

I, che undersigned,  
, a Notary Public in and for said County and State,  
do hereby certify that Glenroy L. Hansen & Helen J. Hansen, his wife  
, personally known to me to be the same person(s) whose name(s)  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
signed and delivered the said instrument as cheir free and voluntary act, for the uses and purposes herein

che underestimates a Noltey Publican and his son said country and state.

Cook County ss:

Copyright © 2008 by Pearson Education, Inc., or its affiliates. All Rights Reserved.

-Gortower  
(Seal)

-Borrower  
(IBS) -

*John F. Thompson*      John F. Thompson  
Glenroy L. Hansen      Glenroy L. Hansen  
—Borrows      —Borrows  
\_\_\_\_\_  
*Seal*      *Seal*

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

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

22. Whatever of Homestead, Borrower waives all right of homestead exemption in the Property.  
23. Right to this Security Instrument. If one or more trustees are executed by Borrower and recorded together with this instrument, the covenants and agreements of each such trustee shall be incorporated into, and shall amend and supplement the instrument, the covenants and agreements of this Security Instrument as if the recorder(s) were a part of this Security Instrument.

costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receivable bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument.

22. 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.

20. I, under my signature, upon acceleration under paragraph 19 or abandonment of the property and at any time prior to the expiration of any period of redemption following foreclosure sale, execute this instrument of lease. Paragraph 19, including those parts, shall be applied first to payments of the rents of the property received by me personally from the lessee.

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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to costs of collection, attorney's fees and costs of the sale.

and (d) that failure to cure the deficiency on or before the date specified in the notice may result in acceleration of the summa secured by this Security Instrument, forceful seizure by judicial proceeding and sale of the Property. The notice shall be given in writing to the debtor at his last known address, and if he cannot be found, to his employer and to his place of residence, and if he is not cured on or before the date specified in the notice, to his creditors and to his attorney and to his wife.

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

# UNOFFICIAL COPY

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows.

**1. Payment of Principal and Interest; Prepayment 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 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 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.

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 escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may 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 to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured 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 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower 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. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal 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 satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvement, now existing or hereafter erected on the Property insured 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 providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 requires, Borrower 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 carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 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 Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower 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, 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 Lender agrees to the merger in writing.

**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 significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for 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 secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

\*A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence.

88068151

# UNOFFICIAL COPY

18. Borrower's Right to Remand. 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 entitling this Security Instrument. Those conditions are that Security Instruments which have been foreclosed upon would be due under this Security Instrument and the Note had no acceleration (a) pays Lentender all sums which have been foreclosed upon; (b) enters into a written agreement with Lentender to pay all obligations secured by this Security Instrument, Lentender's rights in the Property and Borrower's easement to pay the sums Security shall remain fully effective as if it never occurred; (c) pays all costs of acceleration, including, but not limited to, reasonable attorney's fees, and (d) takes such action as Lentender may require; (e) pays any other sums which have been foreclosed upon; (f) pays all costs of any other agreement of any kind entered into by Lentender and the Note holder; and (g) pays all costs of any other agreement of any kind entered into by Lentender and the Note holder.

If Lender exercises this option, Lender shall give Borrower notice of cancellation. The notice shall provide all sums accrued as of the date the notice is delivered or mailed within ten (10) days prior to the expiration of this period, less than 30 days than 30 days from the date the notice is delivered or mailed, plus interest thereon at the rate of not less than 12% per annum for the period between the date the notice is given and the date payment is received by Lender.

Interest in it is sold or transferred (or if it is a beneficial interest in Borrower is sold or transferred) prior to its date of maturity, Lender may, at its option, require immediate payment in full of all sums accrued 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.

which can be given under the circumstances of the case and the provisions of this section and the Note shall be severable.

**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 of this Security Instrument and/or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note.

permitted by paragraph 19, to render exercises thus optional, render such trials to be given to species specimens in the case and paragraph 17.

13. Legislation Affecting Lenders' Rights. If amendment or expiration of applicable laws has the effect of impairing substantially the rights of the Secured party under this Note or this Security Instrument and may interfere with its exercise of rights secured by this Note or this Security Instrument according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument.

12. **Loan Securitization.** If the loan is securitized by this security instrument is subject to a law which sets maximum loan charges, and finally interpreted so that the interests of other loan charges collected or to be collected in connection with the loan is exceeded the Note or by making a direct payment to Borrower, it is freely and reduces principal under the Note.

11. **Succesors and Severability; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security instrument shall be joint and several debts 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 shall be liable to Lender and Borrower for all sums secured by this Security instrument, notwithstanding any other provision of this Security instrument or of any other agreement between Lender and Borrower.

Lender shall not be required to commence proceedings against any successor in interest or referee to enforce to extend time for payment of principal or interest or any other sum due under this Note.

make an award or settle a claim for damages, or otherwise repair or restore within 30 days after the date the notice is given, under its option, either to repair or restore the instrument or to replace it with a new one of equal quality and value.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers paid to Borrower:

(a) the proceeds multiplied by the fair market value of the nonhomestead portion, (b) the total amount of the sums secured, minus the balance due before the taking, (c) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument.

9. Give Borrower notice at the time of or prior to an inspection specifically resolvable cause for the inspection.

II. Lender required mortgagor to prepay the insurance as a condition of making the loan secured by this Security Instrument.

# UNOFFICIAL COPY

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 12th day of February 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed or Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

Sears Mortgage Corporation, an Ohio Corporation

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1720 E. Oakton St. Arlington Heights, Illinois 60004  
[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 7.25%. The Note provides for changes in the interest rate and the monthly payments as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Date**

The interest rate I will pay may change on the first day of September, 1988, and on that day every 6 months thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

The Index currently used by Sears Mortgage Corporation for this MAML loan is the monthly weighted average cost of funds for Eleventh district members of the Federal Home Loan Bank of San Francisco.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and 25/100s percentage points (2.25%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 8.25% or less than 6.25%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one % from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 12.95%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

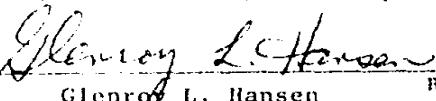
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonable determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

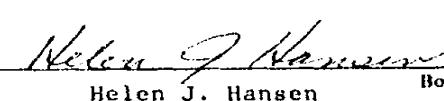
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
Glenroy L. Hansen (Seal)  
Borrower

(Seal)  
Borrower

  
Helen J. Hansen (Seal)  
Borrower

(Seal)  
Borrower