

# UNOFFICIAL COPY

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T#4444 TRAN 0742 02/24/88 15:00:00  
#8306 # D \*-88-080313  
COOK COUNTY RECORDER

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## MORTGAGE

515605-4

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 22, 1988. The mortgagor is RONALD K. HANSEN AND SHIRLEY HANSEN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to HORIZON FEDERAL SAVINGS BANK which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1210 CENTRAL AVENUE, WILMETTE, ILLINOIS 60091 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED AND NO/100

Dollars (U.S. \$ 113,400.00). 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:  
LOTS 34 AND 35 IN BLOCK 8 IN GROSS BOULEVARD ADDITION TO CHICAGO IN THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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13-23-127-009-0000 All CDO m

which has the address of 3629 NORTH AVERS CHICAGO  
(Street) [City]

Illinois 60618 ("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.

\$16.00 MAIL

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

VMP • 6F(IL) (8708)

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7291

Form 3014 12/83  
Amended 5/87

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EVANSTON, ILLINOIS 60201  
1131 CHICAGO AVENUE

HORIZON FEDERAL SAVINGS BANK

RECORD AND RETURN TO:

EVANSTON, IL 60202

PREPARED BY:

My Commission expires: May 13, 1991

Given under the Seal of the State of Illinois  
NOTARY PUBLIC STATE OF ILLINOIS  
PAUL A. HARRIS  
set forth.  
OCTOBER 22, 1988

Signed and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the  
personally known to me to be the same person(s) whose name(s) AREdo hereby certify that RONALD K. HANSEN AND SHIRLEY HANSEN, HUSBAND AND WIFE,  
, a Notary Public in and to said county and state,

I, Paula A. Harris

STATE OF ILLINOIS, COOK

County ss:

(Space Below This Line for Acknowledgments)

BORROWER  
(Seal)BORROWER  
(Seal)

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charge. 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. 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. 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.

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18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have certain of this Security Instrument discharged at any time prior to the earlier of: (a) 5 days (or such other period as applicable) from the date of a final judgment for recovery of the amount due under this instrument or (b) entry of a decree of a court of competent jurisdiction before sale of the property pursuant to any power of sale contained in this instrument or (c) entry of a decree of a court of competent jurisdiction before sale of all sums which remain due under this Security Instrument. Those conditions are set forth below:

ii. Lenient exercise rules (this option). Lender shall give Borrower notice of acceleration. The notice shall provide a period of 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.

10. Borrower's Copy. Borrower shall be given one countermarked copy of the Note and of this Security Instrument.

11. Transfer of the Property or a Beneficial Interest in Borrower. If all of any property or interest in Borrower is sold or transferred and Borrower is no longer a natural person without Lender's written consent, Lender may, at his 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 general law as of the date of this Security Instrument.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision 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 even if given effect throughout the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. **Registration Annexing Lender's Rights.** (1) emanagement of application of applicable laws leaves has the effect of rendering any provision of the Note or this Security instrument ineffective; at its option, Lender may require immediate payment in full of all sums secured by this Security instrument. To its terms, Lender, at its option, may remit or waive any exercise of this option, Lender shall talk - it steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given in or by mailing it by first class mail unless applicable law requires otherwise. The notice shall be directed to the property address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address Borrower designates by notice to Lender. Any notice to Lender shall be deemed to have been given to Borrower or Lender when given as provided

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 interests or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) sums already collected from Borrower which exceed permitted limits will be refunded to make this Note conform to the law.

11. Successors and Assigees. Pounds; Joint and Severable Liability; Co-signers. The covenants and agreements of this Security Instrument shall be joint and severable and assignd to Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants shall be joint and severable. Any Borrower who co-signs this Security Instrument, but does not execute the Note, shall be liable to Lender and Borrower and to the other co-signers for all amounts due under the terms of this Security Instrument, but shall not be liable for attorney fees or costs of collection.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments modified by this Security Instrument or the time for payment of the same. Extension of the time for payment of the same sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower in connection with the transfer of the same to another person or entity shall not affect the rights and obligations of Borrower under this Note.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnation offers made available to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the property or to the sums received by this Security instrument whether or not then due.

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 otherwise agreed in writing, the sums secured by this Security instrument shall be applied to 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.

11. Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument to pay the premiums required to maintain the insurance in effect until such time as the requirements of paragraph 8 are met.

12. Borrower shall pay the premium required to make up the difference between the amount of insurance coverage and the amount of the premium paid to Lender.

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DATE : FEBRUARY 22, 1988  
LOAN NO.: 515605-4

## RELEASE FEE RIDER

THIS RIDER is incorporated into a certain Mortgage dated of even date herewith given by the undersigned to secure loan indebtedness; said Mortgage encumbers real property commonly described as:

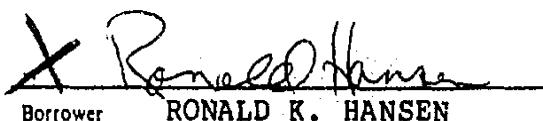
3629 NORTH AVERS, CHICAGO, ILLINOIS 60618

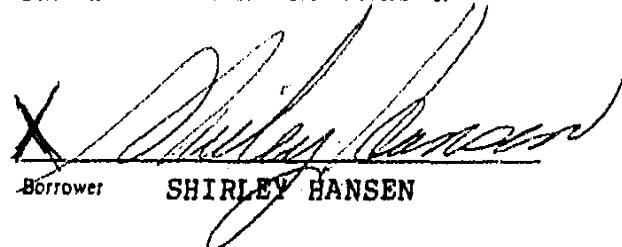
Borrower and Lender agree that covenant 21 of the Mortgage shall only be given effect if the Note secured by this Mortgage is sold or assigned, either in whole or in part, to either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and that otherwise the following provisions shall apply to a release of Mortgage:

If the Federal Home Loan Mortgage Corporation buys all or some of the lender's rights under the Mortgage (or Trust Deed) and Note, the promises and agreements in this rider will no longer have any force of effect.

Upon payment of all sums secured by this Mortgage and payment of a reasonable fee for preparation of the release deed, Lender shall release this Mortgage. Borrower shall pay all costs of recordation.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

  
Borrower RONALD K. HANSEN

  
Borrower SHIRLEY HANSEN

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Property of Cook County Clerk's Office

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**NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

This Rider is made this 22nd day of February, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to HORIZON FEDERAL SAVINGS BANK

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 3629 North Avers, Chicago, Illinois 60618

**Property Address**

**Modifications.** 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 has an "Initial Interest Rate" of 9.00 %. The Note interest rate may be increased or decreased on the 1st day of the month beginning on March, 19 93 and on that day of the month every 6 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:  
[Check one box to indicate Index.]

(1)  Weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year.

(2)  The most current monthly national median cost of funds for FSLIC Insured savings and loan associations.

(3)  Weekly average yield on United States Treasury Securities adjusted to a constant maturity of 5 years.

Calculation of Changes  
Before each Change Date, the Note Holder will calculate my new interest rate by adding two & one half percentage points ( 2.50 %) to the Current Index. The most recent Index figure available as of the date days before each Change Date is called 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 below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will calculate the revised monthly principal and interest payment to maintain the amortization of the loan for the remaining portion of the loan term.

**Limit on Interest Rate Changes**

The rate of interest I am required to pay shall never be increased or decreased on any single Change Date by more than two percentage points ( 2.0 %) from the rate of interest I have been paying for the preceding twelve months. Also, my interest rate shall never be greater than 14.00 %, nor lower than 4.00 %.

**B. LOAN CHARGES**

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

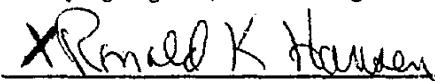
**C. PRIOR LIENS**

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

**D. TRANSFER OF THE PROPERTY**

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

  
Ronald K. Hansen

(Seal)  
—Borrower

  
Shirley Hansen

(Seal)  
—Borrower

**ADJUSTABLE RATE LOAN RIDER**

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DATE 10/10/2017 BY 60205

Individuals may be present at the site. It is recommended that law enforcement officers be present to monitor the scene and ensure the safety of the public. If possible, have a law enforcement officer present at all times.

Have additional officers or law enforcement personnel set up perimeter posts (perimeter) around the site. If possible, have a law enforcement officer present at all times.

This investigation will be conducted by law enforcement officers. If possible, have a law enforcement officer present at all times.

Do not allow anyone to approach the area without permission from the lead investigator.

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