

# UNOFFICIAL COPY

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(Space Above This Line For Recording Date)

**MAIL TO:**  
This instrument was prepared by:  
**Harriet Hartig**  
Aetna Bank  
(Name)  
2401 N. Halsted  
Chicago, Illinois 60614  
(Address)

## SECOND MORTGAGE

THIS MORTGAGE Security Instrument is given on April 29,  
19 88. The mortgagor is Nancy E. Gaskin, divorced and not since remarried  
("Borrower"). This Security Instrument is given to  
Aetna Bank, which is organized and existing  
under the laws of the State of Illinois, and whose address is  
2401 N. Halsted, Chicago, Illinois 60614 ("Lender").  
Borrower owes Lender the principal sum of TWENTY FOUR THOUSAND AND NO/100th  
Dollar (U.S. \$ 24,000.00). 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 May 5, 1989. 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 34 in Block 2 in Kinsay's Palcott Road Subdivision in  
the Northeast quarter of Section 2, Township 40 North, Range  
12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax No. 12-02-204-028

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which has the address of 1232 South Crescent Avenue Park Ridge  
[Street] [City]  
Illinois 60068  
[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 seized 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.

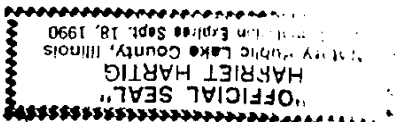
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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Handwritten initials or date at top right.

COOK COUNTY RECORDER  
11125 N. STATE ST. CHICAGO, ILL. 60610  
312-552-3333

Handwritten number: 0000000388



Notary Public  
*Harriet Hartig*  
Given under my hand and official seal this 29th day of April, 1990

4-18-1990

My commission expires

signed and delivered the said instrument as *at birth*

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that he or she is the same person as the person whose name is subscribed to the foregoing instrument, and for said county and state, I, the Notary Public, do hereby certify that *Harriet Hartig*

STATE OF ILLINOIS

County of Cook

Borrower (Seal)

Borrower (Seal)

Nancy E. Gaskin

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it

- Adjustable Rate Rider
- Graduated Payment Rider
- Other (Specify)
- Condominium Rider
- Planned Time Development Rider
- Joint Family Rider

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 recording costs

22. Waiver of Homestead: Borrower waives all right of homestead exemption in the Property

23. Rider 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 riders were a part of this Security Instrument (check applicable boxes)

20. Lender in Possession: Upon acceleration under paragraph 19 or abandonment of the Property and at any time including, but not limited to, reasonable attorneys' fees and costs of title evidence:

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 law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or 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, reasonable attorneys' fees and costs of title evidence.

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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 paid 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 30 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements 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 shall 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.

If further required mortgage insurance as a condition of making the loan secured by this Security Instrument, the borrower shall pay the premium required to maintain the insurance in the event such insurance is required for the loan secured by this Security Instrument in accordance with the terms of the policy and the lender's written agreement or applicable law.

8. **Inspection:** Lender may make reasonable current and inspection of the Property. Lender shall have the right to enter the Property at any time for the purpose of inspecting, repairing, maintaining, or otherwise taking care of the Property or for any other purpose connected with the Property. Lender shall have the right to enter the Property at any time for the purpose of inspecting, repairing, maintaining, or otherwise taking care of the Property or for any other purpose connected with the Property. Lender shall have the right to enter the Property at any time for the purpose of inspecting, repairing, maintaining, or otherwise taking care of the Property or for any other purpose connected with the Property.

9. **Continuance:** The proceeds of the sale of the Property, or the proceeds of any other sale of the Property, or the proceeds of any other sale of the Property, shall be applied to the payment of the debt secured by this Security Instrument in the order of priority set forth in the Security Instrument. Lender shall have the right to apply the proceeds of the sale of the Property, or the proceeds of any other sale of the Property, or the proceeds of any other sale of the Property, to the payment of the debt secured by this Security Instrument in the order of priority set forth in the Security Instrument.

10. **Deficiency:** In the event of a foreclosure sale of the Property, or the sale of any other part of the Property, or the sale of any other part of the Property, the proceeds of the sale shall be applied to the payment of the debt secured by this Security Instrument in the order of priority set forth in the Security Instrument. Lender shall have the right to apply the proceeds of the sale of the Property, or the proceeds of any other sale of the Property, or the proceeds of any other sale of the Property, to the payment of the debt secured by this Security Instrument in the order of priority set forth in the Security Instrument.

11. **Waiver:** Lender shall have the right to accept a partial prepayment of the loan secured by this Security Instrument without any condition or restriction, and such prepayment shall not constitute a default under the Security Instrument. Lender shall have the right to accept a partial prepayment of the loan secured by this Security Instrument without any condition or restriction, and such prepayment shall not constitute a default under the Security Instrument.

12. **Loan Charges:** The loan secured by this Security Instrument is subject to a law which sets maximum loan charges. The lender may charge a fee for the origination of the loan, a fee for the servicing of the loan, a fee for the insurance of the loan, a fee for the recording of the Security Instrument, and a fee for the recording of the Note. Lender may charge a fee for the origination of the loan, a fee for the servicing of the loan, a fee for the insurance of the loan, a fee for the recording of the Security Instrument, and a fee for the recording of the Note.

13. **Successors and Assigns Bound, Joint and Several Liability; Co-signers:** The covenants and agreements of this Security Instrument shall bind and be binding on the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. The covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be bound by the terms of this Security Instrument, and shall be personally obligated to pay the debt secured by this Security Instrument, and shall be jointly and severally liable with the other Borrowers to pay the debt secured by this Security Instrument, and shall be jointly and severally liable with the other Borrowers to pay the debt secured by this Security Instrument.

14. **Waiver:** Lender shall have the right to accept a partial prepayment of the loan secured by this Security Instrument without any condition or restriction, and such prepayment shall not constitute a default under the Security Instrument. Lender shall have the right to accept a partial prepayment of the loan secured by this Security Instrument without any condition or restriction, and such prepayment shall not constitute a default under the Security Instrument.

15. **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 and unless applicable law requires use of another method. The notice shall be directed to the Property address set forth in the Security Instrument. Any notice to Lender shall be given by first class mail and unless applicable law requires use of another method. The notice shall be directed to the Property address set forth in the Security Instrument.

16. **Governing Law, Severability:** This Security Instrument shall be governed by the law of the State of California. This Security Instrument shall be governed by the law of the State of California. This Security Instrument shall be governed by the law of the State of California.

17. **Transfer of the Property or a Beneficial Interest in Borrower:** If all or any part of the Property or any interest therein is sold or transferred, or if a beneficial interest in Borrower is sold or transferred, and Borrower is not a natural person, written consent of Lender shall be required. 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 or the law of the State of California.

18. **Borrower's Copy:** Borrower shall be given one conforming copy of the Note and of this Security Instrument upon the recording of the Security Instrument. Borrower shall be given one conforming copy of the Note and of this Security Instrument upon the recording of the Security Instrument.

19. **Lender's Right to Release:** Lender shall have the right to release the Property from the lien of the Security Instrument at any time, without any condition or restriction, and such release shall not constitute a default under the Security Instrument. Lender shall have the right to release the Property from the lien of the Security Instrument at any time, without any condition or restriction, and such release shall not constitute a default under the Security Instrument.

20. **Acceleration:** Lender shall have the right to accelerate the debt secured by this Security Instrument at any time, without any condition or restriction, and such acceleration shall not constitute a default under the Security Instrument. Lender shall have the right to accelerate the debt secured by this Security Instrument at any time, without any condition or restriction, and such acceleration shall not constitute a default under the Security Instrument.

21. **Prepayment:** Lender shall have the right to accept a partial prepayment of the loan secured by this Security Instrument without any condition or restriction, and such prepayment shall not constitute a default under the Security Instrument. Lender shall have the right to accept a partial prepayment of the loan secured by this Security Instrument without any condition or restriction, and such prepayment shall not constitute a default under the Security Instrument.

22. **Assignment:** Lender shall have the right to assign all or any part of its rights and obligations under this Security Instrument, and such assignment shall not constitute a default under the Security Instrument. Lender shall have the right to assign all or any part of its rights and obligations under this Security Instrument, and such assignment shall not constitute a default under the Security Instrument.

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