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COOK COUNTY CLERK
CHICAGO, ILLINOIS

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[Space Above This Line For Recording Date]

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

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **May 23, 1988**. The mortgagor is **Robert D. Dickenson and Anna Dickenson, his wife** ("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 **FIFTEEN THOUSAND AND NO/100th** Dollars (U.S. \$15,000.00). 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 23, 1990**. 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 59 in Subdivision of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (except the East half of the South East quarter and of the South East quarter and of the South East quarter of the North West quarter and the Southwest quarter of the North East quarter) in Cook County, Illinois.**

Permanent Tax No. 14-19-118-039-0000

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which has the address of **3702 N. Bell** (**Street**), **Chicago** (**City**),
Illinois 60618 (**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.

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by Commission express

I,, hereby certify that Robert D. Dickenson and Anna Dickenson, his wife..... do hereby file in and for said country and state, Notice Public in and for said instrument as, before me this day in person, and acknowledged that e. h.e.x..... signed and delivered the said instrument as, free and voluntary set, for the uses and purposes herein described to the foregoing instrument, appearing before me this day in person, and acknowledged that e. h.e.x.....

STATE OF ILLINOIS **Lake County**

[Source: Below This Line For Acknowledgment]

BY SIGNATURE, BORROWER, BORROWER'S ACHEPTEES AND AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT
and in any rider(s) executed by Borrower and recorded with it.

Instruments / Checks - prioritizable boxes(s)

- Admissible Rule : Rider
- Grandminimum Rider
- 2-1 Family Rider
- Planned Unit Development Rider
- Credit-based Taxonomy Rider
- Other(s) [specify]

70. Landlord in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and in any time immediately, and upon such time as may reasonably be required, Landlord may enter upon and evict from the Premises.

71. Right of Redemption. Shall be entitled to entire upon, take possession of and manage the Property and to collect the unpaid rent due him by reason of his right to do so.

72. Right of Pre-emption. In the event of the death of the Tenant, his heirs, legatees, devisees or assigns, by reason of his right to do so.

73. Right of First Refusal. Shall be entitled to purchase the Premises at the price paid by the Buyer.

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99. Right of First Refusal. Shall be entitled to purchase the Premises at the price paid by the Buyer.

100. Right of First Refusal. Shall be entitled to purchase the Premises at the price paid by the Buyer.

19. Accession: Remained. However, under notice, neither covered nor agree as follows:

NON-STRUCTURAL AGREEMENTS
17 Under applicable law provided otherwise, the notice shall specify: (a) the defaulter; (b) the action required to cure the default; (c) the date to issue to cause the defaulter to perform the notice to forever, by which the defaulter must be cured; and (d) the failure to cause the defaulter to perform the notice to forever may result in acceleration of the amount and interest accrued.

18. Acceleration: Remained. However, under notice, neither covered nor agree as follows:

NON-STRUCTURAL AGREEMENTS
17 Under applicable law provided otherwise, the notice shall specify: (a) the defaulter; (b) the action required to cure the default; (c) the date to issue to cause the defaulter to perform the notice to forever, by which the defaulter must be cured; and (d) the failure to cause the defaulter to perform the notice to forever may result in acceleration of the amount and interest accrued.

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11. 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 a requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

12. 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.

13. 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 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

21. 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.

22. 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 15 or 17.

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7. Protection of Lenders' Rights in the Property: If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lenders' rights in the property (such as a proceeding in bankruptcy), Proprietor, for convenience in enforcing laws or regulations, may do and pay what ever is necessary to provide the value of the property and Lenders' interest in the property (such as a sale of the property) to Lenders in accordance with the terms of this instrument, then Lenders may do and pay what ever is necessary to provide the value of the property and Lenders' interest in the property (such as a sale of the property) to Lenders in accordance with the terms of this instrument, under this paragraph, Lenders may make arrangements for the payment of the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. Any amounts disbursed by Lender under this Paragraph shall become additional debt of Borrower accrued by this Security Instrument, unless Lender agrees to other terms of payment, these amounts shall bear interest at the rate of disbursement, plus interest, upon notice from Lender to Borrower requesting payment.

6. Preservation and Maintenance of Property; Landmarks. 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 lessee shall

unless the lessor and lessee otherwise agree in writing, any application of proceeds to pay off 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 under paragraph 10 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 sum so paid by this assignment prior to the acquisition.

Chances increase and decrease over time in ways that are often hard to predict. As a result, it's important to understand the basic principles of probability.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender receives a claim for loss or damage, Lender shall forward a copy of paid premiums and renewal notices, to the event of loss. Borrower shall give prompt notice to the insurance carrier and Lender may make good the loss by borrowing from the insurance company.

5. **Fractional Insurance:** Diversification shall keep the insurance amount now existing or hereafter created on the property having a value of

(c) **Charges:** Lender. Borrower shall pay all taxes, assessments, charges, fines and impositions ascertainable to the property which may attain priority over this Security interest, and lessees shall pay prompt payment of all amounts due under this paragraph. If borrower makes late payments of any kind, lender shall promptly furnish to Lender receipts evidencing time definitely to the person owed payment. Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph. If borrower makes late payments of any kind, lender shall pay prompt payment of all amounts due under this paragraph. If borrower makes late payments of any kind, lender shall pay prompt payment of all amounts due under this paragraph.

fund held by Landlord. Landlord shall apply, no later than immediately prior to the date of acquisition by Lessee, any funds held by Landlord at the time of application as a credit against the sums secured by this Security Interest.

2. Funds for taxes and insurance, subject to applicable law or to a written waiver by Lender, shall pay to Lender on the day monthly payments are due under the Note.