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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest at the rate of disbursement by Lender under this Note.

Any amounts disbursed by Lender under this Note shall become additional debt of Borrower to Lender for this Note.

7. **Protection of Lender's Rights in the Property; Mortgage Instruments.** 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, or condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the property and Lender's rights in the instrument, appearing in court, paying reasonable attorney fees and expenses to make repairs. Although

Borrower shall not be liable for this Note, Lender does not do so.

8. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially damage the Property, allow the provisions of the lease, and 2 or more Borrower acquires fee title to the Property, the lessor shall

change the Property, allow the lessee to any instrument which is on a leasehold, damage or substantially damage the instrument unless Lender complies with the provisions of the lease. And if this Security instrument is on a leasehold, Borrower shall

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If the instrument is on a leasehold, Borrower shall not exceed the period of time specified in the leasehold instrument, unless Lender has

agreed to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the sums secured by this Security instrument, whether or not due. The due day period will begin

when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to repair or restore the instrument or to pay sums secured by this Security instrument, whether or not due. The due day period will begin

from the date of the monthly payment referred to in paragraphs 1 and 2 or change the amount of the payments. If the instrument is on a leasehold, Borrower shall not exceed the period of time specified in the leasehold instrument, unless Lender has

agreed to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the sums secured by this Security instrument, whether or not due. The due day period will begin

when the notice is given.

All insurance policies and renewals shall be accepted to hold the instrument, Lender and Borrower shall include a standard mortgage clause.

All insurance policies and renewals shall be accepted to choose by Borrower, subject to Lender's approval which shall be prompt by Borrower.

Lender shall have the right to hold the instrument, Lender and Borrower shall promptly give to Lender all receipts of paid premiums and renewals. In the event of loss, Borrower shall prompt notice to Lender

unless Lender and Borrower otherwise agree in writing.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or heretofore erected on the property insured against loss by fire, hazards included within the term "extreme hazard coverage" and any other hazards for which Lender

requires against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to good

agreements in writing to the payment secured by the lien in a manner acceptable to Lender; (b) contains in full the evidence of notice.

Borrower shall provide proof of loss if not made promptly by Borrower.

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

Carrier and Lender may receive the right to hold the instrument, Lender and Borrower shall promptly give to Lender

all receipts of paid premiums and renewals. In the event of loss, Borrower shall include a standard mortgage clause.

6. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

Notice; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

Paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the

application of payments; unless applicable law provides, all payments received by Lender under

any funds held by Lender, if under paragraph 19 the property is sold or acquired by Lender, Lender shall promptly refund to Borrower

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower

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

If the funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount of the funds held by Lender to pay the escrow items when due, if the excess shall be,

the due dates of the escrow items, shall together with the future monthly payments of funds payable prior to

Funds was made. The funds are pledged as additional security for the sums secured by this Security instrument.

An annual accounting of the funds showing credits and debits to the funds and the purpose for which each debit to the

shall not be required to pay Borrower any interest or earnings on the funds. Lender shall give to Borrower, without charge, that interest shall be paid on the funds unless an agreement is made or applicable law requires interest to be paid, Lender

reporting service shall not be a charge for the future monthly payments of funds payable prior to

by Lender in connection with Borrower's entitlement into this Security instrument to pay the cost of an independent tax

Lender may not charge for holding funds, analyzing the escrow items, unless Lender may agree to make such a charge. A charge assessed

or state agency (including Lender if Lender is such an institution) Lender shall apply the funds to pay the escrow items,

The funds shall be held in an institution the depository of future escrow items.

basis of current data and reasonable estimates of future escrow items.

mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the funds due on the

one-twelfth of: (a) yearly monthly payments, if any; (b) yearly hazard insurance premiums; (c) yearly

leasehold payments or rents on the funds and applicable law permits Lender to make such a charge. A charge assessed

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds") equal to

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay

the principal of and interest on the debt evidenced by the Note and any prepayment shall pay when due

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall pay when due

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MORTGAGE

3118

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 15
19 89** The mortgagor is **HENRY M. JOHANNSEN, A SINGLE PERSON AND X X X X SANTOS, A
SINGLE PERSON**

("Borrower"). This Security Instrument is given to **ALLIED REALTY FINANCIAL,
CORP., ITS SUCCESSORS AND/OR ASSIGNS** which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **9957 SOUTH ROBERTS ROAD
PALOS HILLS, ILLINOIS 60465** ("Lender").
Borrower owes Lender the principal sum of **ONE HUNDRED TWENTY SIX THOUSAND AND NO/100**

Dollars (U.S. \$ **126,000.00**). 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 **OCTOBER 1, 2019**. 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 48 (EXCEPT THAT PART OF LOT 48 LYING WEST OF A LINE DRAWN
FROM THE NORTHWEST CORNER OF SAID LOT 48 TO A POINT IN THE
SOUTH LINE 4.5 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 48),
IN LORRAINE SUBDIVISION OF LOT 36 (EXCEPT THE SOUTH 33 FEET
THEREOF) AND THE EAST 1/2 OF THE EAST 1/2 OF LOT 37 (EXCEPT THE
EAST 75 FEET OF THE NORTH 150 FEET THEREOF AND EXCEPT THE SOUTH 33
FEET THEREOF) IN THE CIRCUIT COURT PARTITION OF A PART OF SECTION
6, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, AS SHOWN ON A PLAT RECORDED DECEMBER 13, 1906 ON PAGE
10 IN BOOK 95 OF PLATS, AS PUBLIC DOCUMENT NUMBER 2966484 IN COOK
COUNTY, ILLINOIS, ALSO PART OF LORRAINE SUBDIVISION RECORDED
JUNE 13, 1946, IN BOOK OF PLATS 360, PAGE 6, AS DOCUMENT NUMBER
13820063, IN COOK COUNTY, ILLINOIS.**

19-06-125-063

which has the address of **7101 WEST LORRAINE TERRACE**
[Street]

STICKNEY
[City]

Illinois **60402** ("Property Address")
[Zip Code]

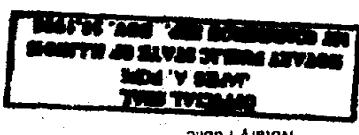
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also 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.

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89451786



PALOS HILLS, IL 60465
9957 SOUTHERN ROBERTS ROAD

CORP. SOUTHERN ROBERTS ROAD
NOTARY PUBLIC STATE OF ILLINOIS
NOTARIAL ACTS
NOTARIAL SEALS
NOTARIAL STAMPS

RECORD AND RETURN TO:

SUZY MUSARESKI
PREPARED BY:

My Commission expires:

October 15, 1990

Signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, before me this day in person, and acknowledged that **THEY**

, personally known to me to be the same person(s) whose name(s) **ARE**

VIRMA

do hereby certify that **HENRY M. JOHANNSEN, A SINGLE PERSON AND VIRMA SANTOS, A**

, a Notary Public in and for said county and state,

County ss:

, *Cook Co.* *A. D. P.*

STATE OF ILLINOIS.

COOK COUNTY RECORDER

#1111 TRAIN 3008 09/25/89 09:50:00

#1968 + A * -89-451786

\$14.25

Instrument and in any other(s) executed by Borrower and recorded with it;

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security

Instrument and in any other(s) executed by Borrower and recorded with it;

Other(s) [Specify]

Graduated Payment Rider Planned Unit Development Rider

Adjustable Rate Rider Condominium Rider 1-4 Family Rider

Instrument [Check applicable box(es)]

Instrument the co-contractants and agreements of each such rider shall be incorporated into and shall amend and

this Security (Instrument), one or more riders are executed by Borrower and recorded together with

22. Waiver of Homeestead, Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower, Lender shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security

receivers bonds and reasonable attorney fees, and then to the sums secured by this Security instrument.

costs of management included in the Property and collection of rents, including, but not limited to, receivers fees, premiums on

the Property received by Lender or the receiver shall be applied first to payment of the rents or

applicable taxes following judicial sale, Lender (in person, by agent or by judgment

prior to the expiration of any period of redemption following judicial sale, Lender shall apply the rents of

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

but not limited to, reasonable attorney fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding,

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by

the Security instrument or any other to another to accelerate after notice to Lender to cure the default is not cured on or

extinction of a default or any other expense of Borrower to accelerate and foreclose. If the default is not cured on or

impartial Borrows or of the right to reinstate after acceleration and sale of the Property. The notice shall furnish

secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall furnish

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

unless applicable law provides otherwise. The notice shall specify: (a) the date the default must be cured;

(b) the action required to cure the default must be taken by the date the notice is given to Borrower, by which the default;

unless applicable law provides otherwise. The notice shall specify: (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default;

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: (d) the action required to cure the

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