

# UNOFFICIAL COPY

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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 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.

**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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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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\$17.00

(Space Above This Line For Recording Data)

## MORTGAGE

7978327

THIS MORTGAGE ("Security Instrument") is given on **November 30**, 1989. The mortgagor is **KENNETH HIRSH, A BACHELOR** ("Borrower"). This Security Instrument is given to **AMERICAN HOME FINANCE, INC.**, which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **1250 WEST NORTHWEST HIGHWAY, SUITE 700, PALATINE, ILLINOIS 60067** ("Lender"). Borrower owes Lender the principal sum of **Seventy-Five Thousand and No/100 Dollars (U.S. \$ 75,000.00)**. 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 **December 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:

SEE ATTACHED LEGAL DESCRIPTION MADE A PART HEREOF

PERMANENT INDEX NUMBER: 11-32-104-035-1002

which has the address of **7060 GREENVIEW AVENUE #25**, **CHICAGO** (City),  
[Street]

**Illinois** **60626** ("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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

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C-38727 20F3-1

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

19. Acceleration; Recourse. Lender shall give notice to Borrower prior to accelerating following Borrower's breach of any covenant or agreement in this Security Instrument which has occurred in the last three (3) days from the date the note holder gave notice to Borrower, by which the note holder may proceed to collect the amount applicable hereunder. The note holder shall specify: (a) the action required to collect the amounts applicable hereunder; (b) the action required to collect the amounts applicable hereunder; (c) a date, not less than 15 days from the date the note holder gave notice to Borrower, by which the note holder may proceed to collect the amounts applicable hereunder; (d) the action required to collect the amounts applicable hereunder; (e) the action required to collect the amounts applicable hereunder.

20. Lender in Possession. Upon acceleration of any period of redemption following judicial sale, Lender (in person, by agent or by judge) shall be entitled to collect all sums due under this instrument or any other obligation, if any, then outstanding.

21. Release. Upon payment of all sums secured by this instrument, Lender shall release this instrument without charge to Borrower. Borrower shall pay any recording costs.

22. Waiver of Foreclosure. Borrower waives all right of foreclosure except in the Property.

23. Right to this Security Interest. If one or more riders are executed by Borrower and recorded together with this Security Interest, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, the covenants and agreements of each such rider shall be part of this Security Interest.

24. Waiver of Attorney's Fees. If one or more riders are executed by Borrower and recorded together with this Security Interest, it one or more riders are executed by Borrower and recorded together with this Security Interest, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, the covenants and agreements of each such rider shall be part of this Security Interest.

RECORD AND RETURN TO:  
FLEET MORTGAGE CORPORATION  
2643 NORTH MARLEN AVENUE  
CHICAGO, ILLINOIS 60635

BOX 169

Instrument and in any rider(s) executed by Borrower and recorded with it, by signature, accepts and agrees to the terms and conditions contained in this Security Interest.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Interest and in any rider(s) executed by Borrower and recorded together with it.

IN WITNESS WHEREOF, I, *Terri Smalek*, a Notary Public in the State of Illinois, do hereby certify that *Kenneth Hirsch*, a Bachelor of Science in Cook County, Illinois, is personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his personal representative.

Given under my hand and official seal, this 30th day of November, 19<sup>th</sup> 19<sup>th</sup> 19<sup>th</sup>.

TERRI SMALEK, SEAL  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/6/93

DEBRA MOEHLING  
This instrument was prepared by:

PALATINE, ILLINOIS 60067  
(Name)  
(Address)

My Commission expires: 10-6-93  
set forth.

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## SCHEDULE A CONTINUED

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Condominium Number: C-38737

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## LEGAL DESCRIPTION

UNIT "2S" AND PARKING AREA NUMBER 6, IN 7060 NORTH GREENVIEW CONDOMINIUM, AS DELINEATED ON SURVEY OF: LOT 2 AND LOT 3 IN EMILY F. NELSON'S RESUBDIVISION OF LOT 1 (EXCEPT THE SOUTH 126 FEET THEREOF) ALSO THE SOUTH 9 FEET OF THE EAST 155 FEET OF LOT 3 IN BLOCK 15 IN ROGERS PARK, ALSO OF SUBLOTS 1 AND 2 (EXCEPT THE SOUTH 126 FEET OF SAID SUBLOT 2 IN OWNER'S SUBDIVISION OF PART OF BLOCK 15 IN ROGERS PARK, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS "PARCEL") WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO DECLARATION OF CONDOMINIUM MADE BY THE BANK OF RAVENSWOOD AS TRUSTEE UNDER TRUST NUMBER 1201 AND RECORDED IN THE OFFICE OF THE RECORDER TO DEEDS IN COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23153977, TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

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ZCB

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CHICAGO & N.W. RAILROAD

EXHIBIT A - PERIODIC STATEMENTS

CHICAGO & N.W. RAILROAD  
HEADQUARTERS, CHICAGO, ILLINOIS  
RECEIVED FROM THE CHIEF OF POLICE  
OF THE CITY OF CHICAGO  
A CERTIFICATE OF THE  
NUMBER OF PERSONS  
DECEASED IN THE  
CITY OF CHICAGO  
DURING THE PAST MONTH  
AS REPORTED BY THE  
CHIEF OF POLICE  
FOR THE MONTH OF APRIL  
1863.

4 to 3 pages

1863

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

CONDOMINIUM RIDER 5452  
7978327

THIS CONDOMINIUM RIDER is made this ..... 30th ..... day of ..... November ..... , 19 89 ,  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the  
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to .....  
AMERICAN HOME FINANCE, INC. ..... (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:  
7060 GREENVIEW AVENUE #2S, CHICAGO, ILLINOIS 60626  
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project  
known as: 7060 NORTH GREENVIEW CONDOMINIUM  
KH ..... GREENVIEW KH ..... [Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the  
"Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also  
includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium  
Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which  
creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall  
promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a  
"master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance  
coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included  
within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of  
the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property  
is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the  
Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be  
paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners  
Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in  
connection with any condemnation or other taking of all or a part of the Property, whether of the unit or of the common  
elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds  
shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written  
consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination  
required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or  
eminent domain;

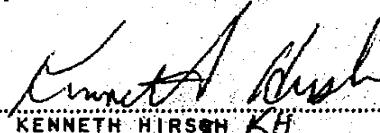
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of  
Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;  
or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by  
the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.  
Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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 requiring payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

  
KENNETH HIRSH KH

(Seal)  
Borrower

(Seal)  
Borrower

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NOTICE IS HEREBY GIVEN, THAT THE APPLICANT, JOHN M. HANNAH, APPEALS FROM THE JUDGMENT OF THE CIRCUIT COURT OF THE STATE OF ILLINOIS, COUNTY OF COOK, DATED NOVEMBER 20, 1958, IN WHICH THE DEFENDANT, ROBERT A. HANNAH, WAS FOUND GUilty OF CRIMINAL CONSPIRACY AND CONSPIRACY TO COMMIT FRAUDULENT INSURANCE CLAIMS, AND WAS CONDEMNED TO PAY A FINE OF \$5,000.00, AND TO SIT IN PRISON FOR ONE YEAR, AND TO PAY COSTS.

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