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RECORD AND RETURN TO:

JMJ ACCEPTANCE, A LIMITED PARTNERSHIP
800 ROOSEVELT ROAD, SUITE 12, BLDG. C
GLEN ELLYN, IL 60137

Preparer's Name CYNTHIA MALNIC

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 18th
1989 The mortgagor is ROBERT G. ERIKSEN AND LIZANNE M. ERIKSEN/HUSBAND AND WIFE
("Borrower"). This Security Instrument is given to JMJ ACCEPTANCE, A LIMITED PARTNERSHIP
which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is
800 ROOSEVELT ROAD, SUITE 12, BLDG. C, GLEN ELLYN, IL 60137 ("Lender").

Borrower owes Lender the principal sum of
EIGHTY SIX THOUSAND TWO HUNDRED FIFTY AND 0/100

Dollars (U.S.) 86,250.00). 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 JANUARY 1st 2020 . 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 7 (EXCEPT THE NORTH 15 FEET) AND ALL OF LOT 8 AND LOT 9 (EXCEPT THE SOUTH 17 FEET) IN BLOCK #8 IN FIRST ADDITION TO FRANKLIN PARK IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTI# 12-28-216-005 VOL. 69

DEPT-01 \$15.25
12-28-216-005 TRAN 3108 12/26/89 12-24-60
\$6700 + 4 -89-614-532
COOK COUNTY RECORDER

which has the address of 3035 CALWAGNER AVENUE
(Street)

FRANKLIN PARK,
(City)

Illinois 60131 ("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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MY COMMUNION EXPIRES 12/18/81
NOTIFY PRIEST, SISTER OR MUNICIPAL
BOARD M. HANZL
"OPTIONAL FORM"

My Commission expires:

Given under my hand

set forth.

signed and delivered the said instruments as free and voluntary act, for the uses and purposes herein

he
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

personally known to me to be the same person(s) whose name(s) _____

do hereby certify that

1. the undersigned, a Notary Public in said county and state,

County ss: July 2012

STATE OF ILLINOIS,

[Space Below This Line for Acknowledgment]

-Borrower
—(Seal)

• Borrower
—(Seal)

JULIANNE M. ERIKSEN
—Borrower—
(Seal)

GORDON G. HIRSCHEN
—Borrower
(SERIAL)

BY SIGNING BELOW, I acknowledge I accept the terms and conditions contained in this Security Instrument and in any rider(s) executed by Recordowner and recorded with it.

- 2-4 Family Rider
- Condormium Rider
- Adjustable Scale Rider
- Grandparent Rider
- Planned Unit Development Rider
- Other(s) [Specify]

22. Whether or not there is a separate software waiver in the property.
23. Whether or not more riders are executed by borrower and together with his Security instrument, if one of more riders are executed in the property.

21. **RENTERS:** Upon payment of all sums secured by this security instrument, lessor shall release this security instrument without charge to Borrower. Borrower shall pay any recordation costs.

costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receivable bonds and reasonable attorney's fees, and when so sums received by this SecuritY instrument.

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the expenses of management and then to the payment of the principal and interest on the Note.

but not limited to, reasonable attorney's fees and costs of suit if it is determined that the Plaintiff has been negligent or has violated any provision of this Agreement.

this Security Instrument without further demand and may repossess 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, attorney's fees.

extinction of a default or any other defense of Borrower to accelerate the time to settle on the account or to preclude the exercise of any right to require payment before the date specified in the notice. Lender or its assignee may require immediate payment in full of all sums secured by

and (d) that failure to cure the defect in the notice is given to the creditor within 30 days from the date the notice is given to the debtor, unless such notice is given to the debtor within 30 days from the date the notice is given to the creditor.

19. **Accession:** **Kennedies.** Under **Section 13** of the **Secrecy Law** providers of services other than **communications** must give notice to **Broadband** prior to **acceleration** under **paraphraph 13** and **17** unless applicable law specifies otherwise; (a) the **action** required to **remove** the **restriction** must be **curtailed**; (b) the **action** required to **remove** the **restriction** must be **delayed** until **the end** of the **period** for which the **restriction** must be **curtailed**.

NON-UNIFORM COVERNANTS. Bottower and Lender further agree and agree as follows:

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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 of title 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. Unless Borrower and Lender agree to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Lender may take action under this paragraph 7, Lender does not have to do so.

Lender may pay reasonable attorney fees and costs resulting from the propery to make repairs. Although

Lender's actions may include paying any sums secured by a lien which has priority over this Security interest in the property, then Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights

Lender's rights in the Security instrument, or there is a legal proceeding that may significantly affect covenants and agreements contained in this Security instrument, or to enforce laws or regulations, then Lender may do and pay for what ever is necessary to protect the value of the property and Lender's rights

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the fee title shall no merger unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the lessor shall change the property, allow the property to deteriorate or commit waste. If this Security instrument is on a leasehold, damage or substantial

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or result in the instrument immediately prior to the acquisition.

from damage to the property is acquired by Lender, Borrower's right to any insurance policies and proceeds by this Security

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

the property or to pay sums secured by this Security instrument, whether or not then due. The 30 day period will begin

Borrower abandons the property, or does not answer within 30 days a notice from Lender to repair or restore offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore

applied to the sums secured by this Security instrument, whether or not then due, within, excess paid to Borrower, if

restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

of the property damaged, if the restoration or repair is otherwise in writing, insurance proceeds shall be applied to restoration or repair of the property or to the leasehold interest in the property, insurance proceeds shall be applied to restoration or repair

unless Lender and Borrower may make payment of loss if not made promptly by Borrower shall give to Lender all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance

Lender shall have the right to hold the policies and renewals, if Lender receives notice that Lender requires that Lender

All insurance policies and renewals shall include a standard mortgage clause, unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which not be

required to hold the amounts and for the periods that Lender requires. The insurance carrier provides that Lender

5. Hazard Insurance. Borrower shall keep the property now existing or heretofore erected on the property

of the giving of notice.

notice identifying the lien or take one or more of the actions set forth above within 10 days

the property is subject to a lien which may attain priority over this Security instrument, Lender may give Borrower a

agreement satisfied by Lender subordinating the lien to this Security instrument. If Lender determines that any part of

property the enforcement of the lien or forfeiture of any part of the property, or (c) secures from the holder of the lien an

agreement to deferments of the amounts received by Lender in the event in legal proceedings which in the Lender's opinion would be

agreements in writing to the payment of the obligation, secured by the lien in a manner acceptable to Lender; (d) contents in good

Borrower shall provide the payoff of the property unless Borrower discharges. All payments received by Lender

receipts evidencing the payments.

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

pay them on time directly to the person, a wed payment. Borrower shall promptly furnish to Lender all notices of amounts

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

4. Charges; Lines. Borrower shall pay all taxes, assessments, and leasehold payments for ground rents, if any,

Note: third, to amounts payable; under paragraph 2, fourth, to interests due; and last, to principal due.

3. Application of Payments. Unless payable law provides otherwise, all payments received by Lender under the

paraphraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment items received by Lender under the

application as agreed, against the sums secured by this Security instrument.

than immediately prior, to the sale of the property for its acquisition by Lender, any funds held by Lender at the time of

any funds held by Lender. If under paragraph 19 is sold or acquired by Lender, Lender shall promptly refund to Borrower

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

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 of the funds held by Lender or credit to Borrower or credited to pay the monthly payments of funds payable prior to

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

an annual accounting of the funds showing debts to creditors or earnings on the funds, Lender shall give to Borrower, without charge,

shall not be required to pay Borrower any interest or expense of the funds and the purpose for which this Security instrument

by Lender in connection with Borrower's entitling to the property for purposes of the funds, Lender shall be a charge for the cost of an independent tax

Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge. A charge assessed

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

The funds shall be held in an institution the deposits or accounts of which are insured by a federal basis of current data and reasonable estimates of future escrow items.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayments due under the Note.

to Lender on the day monthly payments are subject to applicable law or to a written waiver by Lender. Borrower shall pay

2. Funds for Taxes and Insurance. Subject to applicable law or to one-twelfth of (a) yearly taxes and assessments which are strain priority over this Security instrument; (b) yearly

mortgage payments on gross rents on the funds, and (c) yearly hazard insurance premiums; (d) yearly leasehold payments for payments of the property, if any; (e) yearly hazard insurance premiums; (f) yearly

one-twelfth of (g) yearly taxes and assessments which are strain priority over this Security instrument; (h) equal to

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

the principal of and interest on the debt evidenced by the Note, and any prepayments due under the Note.