

BOX 333

# UNOFFICIAL COPY

Record and Return to:  
Hartland Financial Services, Inc.  
1920 North Thoreau Drive  
Schaumburg, IL 60173  
prepared by: Linda Scherrer

90334021

\$16.00

Ln#:

11591 {Space Above This Line For Recording Data}

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 9  
1990. The originator is Karl B. Mumma and Gwen W. Mumma, his wife and John S. Mumma and  
Ellen B. Mumma, his wife ("Borrower"). This Security Instrument is given to  
Hartland Financial Services, Inc., which is organized and existing  
under the laws of the State of Illinois, and whose address is  
1920 North Thoreau Drive, Schaumburg, IL 60173 ("Lender").  
Borrower owes Lender the principal sum of One Hundred Twenty Eight Thousand Seven Hundred and  
no/100ths\*\*\*\*\* Dollars (U.S. \$ 128,700.00). 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 August 1, 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:

The east 1/2 of Lot 9 and all of Lot 8 in Rogers Park Manor, being a subdivision  
of part of the North East 1/4 of Section 36, Township 41 North, Range 13, East of  
the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax I.D.#: 10-36-210-038-0000

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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which has the address of

2733 W. Greenleaf,  
(Street)

Chicago  
(City)

Illinois 60645  
(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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### **• (Address)**

(Name)

This instrument was prepared by:

Commissioner Expires 7/30/92  
Graz County  
Library Purse, State of Illinois

My Commission expires:

Given under my hand and official seal, this 24th day of May, 1920.

set forth.

signed and delivered the said instrument as fully as

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

1. The undersigned  
, a Notary Public, is and for said County and State,  
do hereby certify that KATE B. HUMPHREY and GENEVA L. MURKIN, his

प्राचीन विद्या के लिए अपनी विशेषता वाली विद्या है।

STATE OF ILLINOIS.

By SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and in any ride(s) calculated or Borrowser and recorded with it.

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|---|---|
| <p>19. Acceleration; Remedies. Borrower shall give notice in writing to Seller prior to acceleration following Borrower's breach of any covenant or agreement contained 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 default occurs, 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. The notice shall provide for the date the default must be cured.</p> <p>20. Lender's rights in possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judiciable process or collection without notice or costs of collection) 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 costs of managing those past due rents, including, but not limited to, receiver's fees, premiums on policies of insurance held by Lender, and then to the sums secured by this Security Instrument.</p> <p>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.</p> <p>22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.</p> <p>23. Right to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the instrument, the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.</p> <p>24. Rider. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the instrument, the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.</p> | <p><input type="checkbox"/> Graduated Payment Rider      <input type="checkbox"/> Planned Unit Development Rider</p> <p><input type="checkbox"/> Conditional Minimum Rider      <input type="checkbox"/> 24 Family Rider</p> <p><input type="checkbox"/> Adjustable Rate Rider      <input type="checkbox"/> Other(s) [Specify] _____</p> |
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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 Found; 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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Fee title shall not merge unless Lender agrees to the merger in writing.  
7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and obligations contained in this Security Instrument, a legal proceeding may distinguishably affect the property in bankruptcy, probate, or condemnation of to enforce laws or regulations, such as a proceeding in bankruptcy, probate, or condemnation of to enforce laws or regulations, which in the Property or whichever is necessary to protect the value of the Property and Lender's rights in the Property, Lender may do and pay for what ever is necessary to protect the value of the Property and Lender's rights in the Property, Lender may do and pay for what ever is necessary to make repairs. Although instruments, sections may include paying reasonable attorney's fees and costs incurred on the property over this Security in the Property. Lender's rights in our, paying reasonable attorney's fees and costs incurred on the property over this Security in the Property. Lender may do and pay for what ever is necessary to protect the value of the Property and Lender's rights in the Property, Lender may do and pay for what ever is necessary to make repairs. Although

6. Preservation and Maintenance of Property; Lesseeshold.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lesseehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a lesseehold, Borrower shall continue to pay the rent and other obligations under the lease, and if Borrower acquires fee title to the Property, the lesseehold and

Unless Lennder 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 payments. If under paragraph 19 the Property is acquired by Lennder, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lennder to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if it is reasonable to do so in Lender's judgment. If the damage is not lessened, if the restoration or repair is not economically feasible or Lender's security interest is not lessened, if the repair is not reasonably practicable or Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to settle a claim, then Lender may collect the insurance proceeds to repair or restore Borrower's 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 to repair or restore Borrower's property, whether or not then due, with any excess paid to Borrower. If applicable to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower, Lender may use the insurance proceeds to settle a claim, then Lender may collect the insurance proceeds to repair or restore Borrower's 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 to repair or restore Borrower's property, whether or not then due, with any excess paid to Borrower.

All insurance policies shall be acceptable to Lender and shall include: a standard mortgage clause; uninsured amounts uninsured; and renewals shall be acceptable to Lender and shall include: a standard mortgage clause; all receipts of paid premiums and renewal notices; if Lender receives Borrower's "all premium" notice to the trustee under the right to hold the title to the property until payment in full of the principal amount and interest due thereon, and the trustee shall have the right to hold the title to the property until payment in full of the principal amount and interest due thereon.

5. Hazards 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 company chosen by Borrower shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

Prevent the enforcement of any part of the forfeiture of all or part of the property; or (c) securites from the holder of the lien in agreement to lend subordination the lien to this SecuritY instrument. If Lender determines that any part of the agreement to satisfy to a lessor which may train priority over this SecuritY instrument, Lender may give Borrower a notice of intent to satisfy the lien or take one or more of the actions set forth above within 10 days of the service of notice.

receipts) evidencing the payments.

3. Charges; Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property over which this instrument creates, and shall pay all amounts due under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. If 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, and Borrower shall promptly furnish to Lender to be paid under this paragraph. If 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, and Borrower shall promptly furnish to Lender to be paid under this paragraph.

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application as a credit against the sums secured by this security instrument.  
3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under  
this Note, third, to amounts payable under Paragraph 2, fourth, to interest due; and last, to principal due.

If 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 the deficiency in one of the escrow items as required by Lender.

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 interest or earnings on the Funds unless an annual accounting of the Funds showing credits and debits to the Funds and the Fund's assets and liabilities is made available to the Borrower, without charge, at any time after the date of the last payment by the Borrower.

The Fund may not charge for holding under its name or for the safekeeping of securities or other assets of a fiduciary or trustee, unless the state agency (including Leander) in an instrument such as an agreement of account or a power of attorney authorizes it to do so.

10 Legendre on: (he 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 "scro w items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future scro w items.

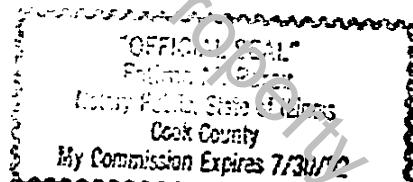
1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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I, the undersigned, a notary of public in and for said county aforesaid, do hereby certify that Karl B. Minna, who is personally known to me to be the same person who executed the within instrument AS THE ATTORNEY IN FACT of John S. Minna & Ellen B. Minna appeared before me this day in person and acknowledged that he signed, sealed, and delivereded the said instrument, as the attorney in fact, as the free and voluntary act of himself and of said John S. Minna & Ellen B. Minna his said principles for the uses and purposes in said instrument set forth.

Given under my hand and notarial seal, this 9th day of July, 1990.

Notary Public



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