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RECORD AND RETURN TO:
BANCNET, INC.

650 EAST HIGGINS ROAD-SUITE 15-8
SCHAUMBURG, ILLINOIS 60173-4741

Prepared by:
JO FABIAN
SCHAUMBURG, IL 60173-4741

222-3222907

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COOK COUNTY RECORDER

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MORTGAGE 098012 KU FIRST AMERICAN TITLE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 7, 1995, by JON OLSEN AND LAURA OLSEN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to BANCNET, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 650 EAST HIGGINS ROAD SUITE 15-8 SCHAUMBURG, ILLINOIS 60173-4741 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FORTY TWO THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 142,500.00).

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 SEPTEMBER 1, 2010. This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 32 AND ALL OF LOT 33 IN BLOCK 9 IN D. W. FLORED'S RESUBDIVISION OF BLOCKS 1, 6, 7, 9 TO 14 BOTH INCLUSIVE 18 TO 26 BOTH INCLUSIVE 31, 32, AND 33 IN THE VILLAGE OF JEFFERSON IN SECTION 9, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-09-307-023

which has the address of 5238 WEST WINONA STREET, CHICAGO Street, City,
Illinois 60630 Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/00

LAW OFFICES OF ERICKSON 194081 Amended 6/81

VPP MORTGAGE FORMS 1000182-722 Initials: JO

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Form 301A 9/90 (Initials)

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However, such pronouns do not have this property over this *decently* instrument unless it occurs in writing to the detriment of the reader's understanding by the hen in in manner acceptable to (and) contexts in good faith the hen

4. **(Chancery) Clerks.** Borrower shall pay all taxes, assessments, charges, leases and impositions deductible to the property.

Each of the following topics will be covered in the course. The topics are arranged in a sequence that follows the progression of the course.

A. Application of the principles. Unless otherwise law provides otherwise, the following principles apply:

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In the funds held by Lander exceed the amounts permitted to be held as adjustable fees, Lander shall remit to Mortgagor twelve monthly payments at Lander's sole discretion.

The Funds shall be held in an investment account which is specifically designated for the payment of dividends and interest by the Fund's investors.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day immediately preceding the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may affect this Security Instrument as a lien on the Property; (b) yearly insurance or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly waterage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These debts are called "Tax and Insurance Debts".

(c) *Agreement of Preceptant and Intercessor*: Prepayment and late charges due under the Note.

Under the leadership of Governor George C. Meade, the Commonwealth of Massachusetts became the first state to adopt a state constitution.

THIS SITE RELIEF INSTRUMENT combines uniform elevations for uniform use and non-uniform elevations with limited application by providing uniform elevation information directly instrumented over limited areas.

and will defend persons the title to the Property against all claims and demands, subject to any encumbrances of record.

Instrumental All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be governed by this Deed.

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In this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the 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. Lender may use the proceeds to repair or restore 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, 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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition, shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasetholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasethold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasethold and the 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 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, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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 requesting payment.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing to the address of the first class mail unless otherwise specified in the note or in 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

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is thereby 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 limits; 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.

11. Borrower Not Responsible For Damage Caused by Lender or Any Successor in Interests of Mortgagor
of Mortgagor of the sum 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 of Borrower's successors in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest if Borrower shall have made payment of all sums due under this Security Instrument prior to the time for payment of nondelinquent principal and interest due under this Security Instrument.

possibly due to the nonradioactive precursors released or in pathways and to changes in the minute of such pathways.

If the foregoing is acceptable to you, please sign in the manner indicated below to acknowledge your acceptance of the terms and conditions set forth in this Agreement.

In the event of a total loss arising out of the Property, the proceeds shall be applied to the summervised by this Section, the proceeds shall be applied to the summa awarded by this Section, whether or not the sums are drawn due, whether or not the summa awarded by this Section is paid to Borrower, in the event of a partial loss arising out of the Property in which the summa awarded by this Section is paid to the lessee immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the summa awarded by this Section, whether or not the sums are drawn due.

10. (continued) The proceeds of any award or sum for damages, interest or compensation arising

9. Dispensation Leader or his agent may make reasonable entries upon and inspections of the Property, Landlord shall give

the premium based on the number of claims made by the insured during the period of coverage. The premium is calculated by multiplying the number of claims by the average cost per claim. This type of insurance is often referred to as "experience rating".

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**1-4 FAMILY RIDER
Assignment of Rents**

FIRST AMERICAN TITLE (PA85012 KW)

THIS 1-4 FAMILY RIDER is made this 7TH day of AUGUST , 1995 , 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 BANCNET, INC. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at

5238 WEST WINONA STREET, CHICAGO, ILLINOIS 60630
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security instrument; building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers,awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the household estate if the Security Instrument is on a household) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND PROVISIONS CONTAINED IN THIS 1-A FAMILY RIDER.

“SECURITY INSTRUMENTS” DO NOT INCLUDE ANY FORM OF DEBT SECURITY, WHETHER OR NOT IT IS SECURED BY THE PROPERTY OF A PERSON, OR ANY SECURITY WHICH IS SUBJECT TO A SECURITY AGREEMENT.

Landlord, or Landlord's agents or a jointly appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Landlord, or Landlord's agents or a jointly appointed receiver, may do so at any time when a default occurs. Any application of Rental shall not cure or waive any default or invalidate any other right of remedy of Landlord. This assignment of Rents of the Property shall terminate when all the sums secured by the Security instrument are paid in full.

Borrower repudiates and waives that Borrower has not executed any prior assignment of the Mortgagor's interest in the property described in the Deed of Trust, and waives any act that would prevent Lender from exercising its rights under this paragraph.

11. The Owners of the Property are not entitled to recover the costs of taking control of and managing the Property if the Renters do not pay funds advanced by Lender for such purposes shall become liability of Borrower to Landlord according to the Schedule I instrument pursuant to Uniform Governmentant 7.

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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 remedy 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 they would be due under this Security Instrument and the Note as if no acceleration had 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 hen 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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Form 3014 8/80

Initials: *JG*

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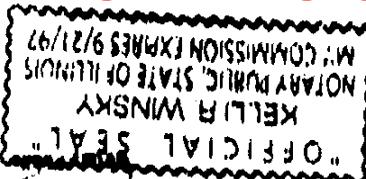
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the following is a list of the persons known to me to be the same persons(s) whose names appear in the foregoing instrument, appended before the day in person and acknowledged that

STAFFORDSHIRE, COOK, JOHN OLSEN AND LAURA OLSEN, HUSBAND AND WIFE
"Nellie" public in and for said country and wife do hereby certify

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[View all posts by **John**](#) [View all posts in **Uncategorized**](#)

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BY SINGING THE WAY, however, we can sing the lyrics and emotions contained in this song.

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|--|---|---|--|---|--------------------------------------|
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Grandchildren Rider | <input type="checkbox"/> Adoptable Kidder | <input type="checkbox"/> Standard Treatment Kidder | <input type="checkbox"/> Brillooon Kidder | <input type="checkbox"/> V.A. Kidder |
| <input type="checkbox"/> Biweekly Payday Kidder | <input type="checkbox"/> Primed Unit Development Kidder | <input type="checkbox"/> Rate Improvemnt Kidder | <input type="checkbox"/> Other(s) [please list] | <input type="checkbox"/> Second Time Kidder | <input type="checkbox"/> |

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-owners and agreeements of each such rider shall be incorporated into and shall amend and supplement the co-owners and agreeements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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