

AFTER RECORDING MAIL TO:  
INTEGRA MORTGAGE COMPANY  
1116 ALLEGHENY CENTER MALL  
PITTSBURGH, PA 15212

# UNOFFICIAL COPY

Prepared by: INTEGRA MORTGAGE COMPANY

DEPT-01 RECORDING \$33.50  
T00001 TRAN 1956 01/18/96 09:40:00  
\$0725 + .311 \*\*-96-045638  
**96045638** COOK COUNTY RECORDER  
DEPT-10 PENALTY \$30.00

## MORTGAGE

35.50  
32.00  
13.50

THIS MORTGAGE ("Security Instrument") is given on

The mortgagor is

DANIEL A. McDONELL, RICHARD K  
RAHN /Divorced and not since remarried  
AND LINDSAY B. HAHN, single never married  
/Divorced and not since remarried

("Borrower"). This Security Instrument is given to

CDK MORTGAGE

which is organized and existing under the laws of STATE OF ILLINOIS  
address is 2902 CENTRAL STREET  
EVANSTON, IL 60201

, and whose ("Lender"). Borrower owes Lender the principal sum of

TWO HUNDRED THREE THOUSAND AND 00/100

Dollars (U.S. \$ 203,000.00).

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 JANUARY 1, 2026. 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

LOT 4 IN BLOCK 2 IN PARK ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE FOLLOWING DESCRIBED PROPERTY VIZ: THE NORTH 1/2 TO THE NORTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 1 ACRE OFF THE NORTH END OF SAID PREMISES) IN COOK COUNTY, ILLINOIS.

pin: 14-18-205-009

which has the address of 4717 NORTH PAULINA

(Street, City),

Illinois 60640

CHICAGO

ILLINOIS Single Family FNMA/FHLMC UNIFORM

(Zip Code) ("Property Address");

Instrument No. 14-18-205-009

INSTRUMENT Form 3014 D/00

Amended D/01

2000BCI 100071

Printed on Recycled Paper

Page 1 of 1 by JMK

VMP MORTGAGE FORMS - 10001621-7201



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Boffower shall promptly disclose any issue which has priority over this Security Instrument unless Boffower: (a) agrees in writing to do the payment of the obligation secured by this when in a manner acceptable to Lender; (b) commutes in good faith the term or deferrals up-front and/or payment of the interest in a manner acceptable to Lender; or (c) secures from the holder of this Note the assumption of the Note by another party acceptable to Lender.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. **Chargers; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions arising in respect to the Property to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

Third, to interest the Court, to permit due and full, to any like charges due under the Note.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under this Agreement shall be applied first, to any prepayment charges due under the Notes; second, to accrued and unpaid interest;

Funds held by Lender under Paragraph 21, Lender shall negotiate or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit; provided that the sums received by Lender under Paragraph 21, under circumstances similar to those described in the second sentence of this Section, shall apply to the sums received by Lender under Paragraph 21.

If the Funds held by Lentee exceed the amounts permitted to be held by applicable law, Lentee shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lentee exceeds the amounts permitted to be held by applicable law, Lentee shall account to Borrower within 10 days of the date of the first such occurrence.

The Funds shall be held in an account whose deposits are intended by a federal agency, instrumentality, or corporation, if Lender is under contract with it for any federal theme loan bank, Lender shall supply the Funds to pay the second tier fees, Lender may not charge Borrower for calculating and supplying the Funds, usually underwriting the second tier fees, unless Lender pays Borrower to pay a one-time charge for an independent third estimate and reporting service, verifying the second tier fees, unless Lender on the Funds and supplying two permits Lender to make such a charge, however, Lender may require Borrower to pay a one-time charge for an independent third estimate and reporting service, unless Lender is under contract with a federal agency, instrumentality, or corporation, Lender may not charge Borrower for calculating and supplying the Funds, usually underwriting the second tier fees, unless Lender is under contract with a federal agency, instrumentality, or corporation, the Funds are pledged as collateral for the funds secured by this Security instrument.

<sup>2</sup> *Kindred Gas, Taxes and Subsidies*, p. 10. The author wishes to thank Dr. J. G. D. Smith for his valuable assistance in the preparation of this section.

1. **Requirement of Preparation and Testimony**: Preparation and Testimony. However, there may be when the defendant of a trial and the witness is compelled by the State and the defendant and the witness may be compelled.

This section of the Constitution contains certain provisions which will form the basis of our future government for mutual use and benefit of all countries with which we have treaties.

**BOOKKEEPER** TO VENUE A small bookstore is being rapidly seized of the estate hereby conveyed and has the right to negotiate and demand, except for encumbrances of record, and will defend severally the title to the Property against all claims and demands, subject to any encumbrances of record.

Excesses, now or hereafter, a part of the property, all improvements and additions shall also be covered by this insurance.

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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; Leaseholds.** 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 leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold 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

Initials: \_\_\_\_\_

dk  
RKH:  
JW

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or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender unless otherwise required by law or another method. The notice shall be directed to the Property Address by first class mail unless otherwise required by law or another method.

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 to Borrower's address by notice to Lender. Any notice to Lender shall be given by first class mail to Lender unless otherwise required by law or another method.

15. Assignment of Note. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by taking a direct loan from Borrower which exceeded permitted limits will be reduced to the principal permitted limit if the charge to the permitted limit; and (b) any sum already collected from Borrower which is necessary to reduce the charge to the permitted limit.

Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by taking a direct loan from Borrower which exceeded permitted limit if the charge to the permitted limit exceeds the amount necessary to reduce the charge to the permitted limit.

16. 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 of other loan charges collected or to be collected in connection with the loan exceeds the permitted limit, then such loan charges shall be subject to a law which sets maximum loan charges.

17. Loan Charges. If the loan secured by this Security Instrument or the Note without this loan's consent.

make any assignment of this Security Instrument or the Note without this loan's consent.

18. Security Interest. (a) agrees that Lender and any other Borrower may agree to extend, modify, or repeat or secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security Interest:

Borrower's interest in the Property under the terms of this Security Instrument: (b) to the person(s) entitled to pay the sums secured by this Security Interest:

19. Security Interest. (a) to assign this Security Instrument only to an trustee, garnishee and convey this Security Interest but does not affect the Note: (b) to a successor who co-signs this Security Interest but does not affect the Note.

20. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Interest shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

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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 deemed 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 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 attorney's 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 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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JW*

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Form 3014 9/90  
12-0018

96145638

- ◀  My Commision (Signature) [Signature]
- ◀  Notary Public, State of Illinois
- ◀  Gall Mater
- ◀  "OFFICIAL SEAL"

Notary Public

My Commission Expires:

Given under my hand and affixed seal this 12th day of December 1995  
Signed and delivered the said instrument is TRAVIS free and voluntary act, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the same GALL MATER,  
perdominately known to me to be the same person(s) whose name(s)

LINDSAY B. HAIN, STYLIS NEVER MARRIED

ATTEST IN FACT FOR RICHARD K. HAIN, DIVORCED AND NOT SINCE REMARRIED, AS

DANIEL A. McDONELL DIVORCED AND NOT SINCE REMARRIED, JOHN C. CHRISTIAN JR., AS  
Nobility Public in and for said County and State do hereby certify

DECEMBER

12th

day of

DECEMBER

1995

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2660210

LINDSAY R. HANNAH  
BOSTON  
(Sue)  
LAWRENCE G. O'LEARY  
(Sue)

DANIEL A. MODORRILL  
HARRISON COUNTY, TEXAS  
RECEIVED  
FEB 12 1962  
K. HAHN

If Lender exercises his option, Lender shall give Borrower notice of exercise at least three (3) days from the date the notice of acceleration is delivered or mailed within which Borrower must pay all sums accrued of note less than 30 days from the date the notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice of acceleration notice of payment or demand of any remedy permitted by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke this Security instrument to pay all sums accrued of note less than 30 days from the date the notice of acceleration.

Grantee of the Property or a Beneficiary interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if it is beneficially 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 or is exercisable by Lender if exercise is permitted by law.

2. If Borrower exercises the Conversion Option under the conditions stated in Section 1 of this Adjustable Rate Rider, the amendment to Uniform Conversion Option 17 of the Security Instrument contained in Exhibit C above shall then cease to be effective, and the provisions of Uniform Conversion 17 of the Security Instrument shall instead be in effect, as follows:

If Lender exercises the option to require immediate payment in full, 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 required by this Section. If Borrower fails to pay such sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Section, including further notice of demand.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the terms of an assumption agreement that is acceptable to Lender.

and (c) consider terminating determinants that reward a company's strategy with the adoption of the same determinants and that are susceptible to breach of any commitment in this definition if information is accessible to tender.

Without Leverage, a Pesticide's price is sold or transferred (or it is sold or transferred for a benefit), interest in Borrower is sold or transferred and Borrower is not a natural person).

Ridder, Uniforum Government 17 of the Security Instrument is amended to read as follows:

C. TRANSFER OF THE PROPERTY OR A BUNDLED INTEREST IN BORROWER

as my monthly payment until the maturity date.

If I chose to exercise the Conversion Option, the Note holder will determine the amount of the monthly payment due at my note rate, plus interest calculated daily on the unpaid principal amount, less the amount paid monthly by me. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount due at my note rate, plus interest calculated daily on the unpaid principal amount, less the amount paid monthly by me.

(C) New Payment Amount and Effective Date  
the applicable commencement of one performance period (as defined above), in this case under the year-end date of determination due date.

rounded to the nearest one-eighth of one percentrage point ( $0.125\%$ ), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus

By new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (U) if the original term of the Note is greater than 15 years; 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%).

S 0.00 ; and (iv) I must sign and give the Note Holder any documents like Note Holder requires to effect the conversion.

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or Security Instruments; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S.

Change Date and ending of the fifth Change Date. Each date on which my adjustable interest rate can convert to the new