

# UNOFFICIAL COPY



Box 77

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COOK COUNTY RECORDER

Prepared by:  
PEGGY KOTNOUR  
BLOOMINGDALE, IL 60108-2918

FD7976, 1 OF 1

## MORTGAGE

BW355

THIS MORTGAGE is made this 26TH day of FEBRUARY, 1996, between the Mortgagor, STEVE ABDELKOUI, AKA STEVE ABDELKOVI, AND CHRISTINA LAHNECHE, DIVORSED AND NOT SINCE REMARRIED, A NEVER MARRIED MAN.

AMERICAN SECURITY MORTGAGE

(herein "Borrower"), and the Mortgagee,

, a corporation organized and , whose address is

(herein "Lender").

existing under the laws of THE STATE OF ILLINOIS

ONE TIFFANY POINTE, SUITE 210 ,  
BLOOMINGDALE, ILLINOIS 60108

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 32,000.00 , which indebtedness is evidenced by Borrower's note dated FEBRUARY 26, 1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on MARCH 1, 2011 ;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK

State of Illinois:

LOT 17 IN BLOCK 5 IN FOSTER MONTROSE BOULEVARD SUBDIVISION, A RESUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND EXCEPT STREETS HERETOFORE DEDICATED, IN COOK COUNTY, ILLINOIS.

14-18-407-034

which has the address of 4210 NORTH WALCOTT CHICAGO  
Street

City

Illinois 60613

ZIP Code (herein "Property Address");

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3814  
FMP MORTGAGE FORMS • (800) 521-7281

Form 3814

FMP MORTGAGE FORMS • (800) 521-7281

Page 1 of 6

Initials: S.A  
C.L

DPS 2521

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5. **Hazardous Innumeracy.** Borrower shall keep the lumpsum payment now outstanding or hereafter accrued on the principal by the Lender until paid in full.

and now shall never necessary to make up the deficiency in one or more payments as to the same party.

If the amount of funds held by Landor, together with the future amounts of funds payable prior to the due date accrued by this mortgagee.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

Borrower's covenants that Borrower is lawfully seized of the assets hereby conveyed and that this right to judgment and other powers will defend generally; he liable to the Plaintiff aggregate all claims and demands, subject to encumbrances of

**TOGETHER** with all the improvements now or hereafter erected on the property, and in consequence thereof, together with all the rights and property (or the leasehold estate if this language is as a leasehold) so hereinbefore referred to in and with all of which shall be deemed to be and remain a part of the property covered by this Mortgagor; and all of the foregoing, together with all the improvements now or hereafter erected on the property, and in consequence thereof, together with all the rights and property (or the leasehold estate if this language is as a leasehold) so hereinbefore referred to in and with all of which shall be deemed to be and remain a part of the property covered by this Mortgagor;

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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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any laws if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to

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Form 301A

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20. **Releasor.** Upon payment of all sums received by this Mortgagor, [under which release this Mortgagor will incur charges to  
Borrower, Borrower shall pay all costs of recordation, if any.]

21. **Waiver of Foreclosure.** Borrower hereby waives all right of homestead accumulation in the Property.

Upon acceleration under paragraph 17 hereof or abandonment of this Property, Lender shall be entitled to have a receiver collect all sums due and owing to him by virtue of this Agreement.

19. **Assignment of Rent; Assignment of Right to Receive Rent**. Notwithstanding the provisions of Article 17, the right of assignment of the Property, provided that Borrower shall, prior to recordation under Paragraph 17, furnish to Agent a copy of the instrument under which the right to receive rent is assigned.

18. Borrower's Right to Reinstate. Notwithstanding anything to the contrary in this Note, if Borrower fails to timely pay any amount due under this Note, Lender may exercise its right to reinstate this Note at any time prior to the date when payment is due.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this mortgage. If Borrower fails to pay the sum prior to the expiration of this period, Lender may invoke any remedy permitted by this mortgage without further notice or demand of Borrower.

15. **Rehabilitation Loan Agreement**, dated 1 July 2011 all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreements which Borrower makes into which Landor, Landor, a Landor option, may require, including, but not limited to, the payment of principal, interest, fees, costs, expenses, and other amounts due under such agreements.

14. Borrower shall be furnished a conforming copy of this Note and of this Mortgage at the time of execution or after recording hereof.

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## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

*St. 26* \_\_\_\_\_ (Seal)  
STEVE ABDELKOUT \_\_\_\_\_ -Borrower

*Christina Lahneche* \_\_\_\_\_ (Seal)  
CHRISTINA LAHNECHE \_\_\_\_\_ -Borrower

*C* \_\_\_\_\_ (Seal)  
\_\_\_\_\_ -Borrower

\_\_\_\_\_ (Seal)  
\_\_\_\_\_ -Borrower  
(Sign Original Only)

STATE OF ILLINOIS,

JAMES A. VESELY

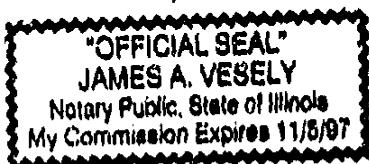
a Notary Public in and for said county and state do hereby certify that

STEVE ABDELKOUT, AKA STEVE ABDELKOVI, AND CHRISTINA LAHNECHE, DIVORSED  
AND NOT SINCE REMARRIED.

KENDALL County ss:

, personally known to me to be the same person(s) whose name(s)  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y  
signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and official seal, this 26<sup>th</sup> day of FEBRUARY, 1996.

My Commission Expires:



Notary Public

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## DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

THIS DUE-ON-TRANSFER RIDER is made this 26TH day of FEBRUARY, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to AMERICAN SECURITY MORTGAGE (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

4210 NORTH WALCOTT, CHICAGO, ILLINOIS 60613  
(Property Address)

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

### A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. 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. 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

  
\_\_\_\_\_  
Borrower STEVE ABDELKOUI  
(Seal)

  
\_\_\_\_\_  
Borrower CHRISTINA LAHNECKE  
(Seal)

\_\_\_\_\_  
Borrower \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Borrower \_\_\_\_\_  
(Seal)

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