

# UNOFFICIAL COPY

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This Instrument prepared by:  
Carla Serino  
Plaza Bank Norridge Illinois  
7460 W. Irving Park Road  
Norridge, Illinois 60634

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... June 24..... 1986.... The mortgagor is .... Leslie G. Wagner and Raymond A. Wagner, Jr. married to each other ..... XXXXXXXXXX XX XXXXXXXXXXXXXXXX ("Borrower"). This Security Instrument is given to ..... XXXXXXXXXX Plaza Bank Norridge Illinois....., which is organized and existing under the laws of ..... Illinois....., and whose address is ..... XXXXXXXXXX XXXXXXXX..... 7460 W. Irving Park Road, Norridge, Illinois 60634..... ("Lender"). Borrower owes Lender the principal sum of .... Sixty-Two Thousand and 00/100 XXXXXXXXXXXXXXXX..... Dollars (U.S. \$... 62,000.00.....). 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 ..... June 24, 2001..... This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in ..... Cook..... County, Illinois:

Lot 214 in Cumberland Heights, a subdivision in the West 1/2 of the Southeast 1/4 of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof registered as Document Number 1,314,083, in Cook County, Illinois.

PIN: 12-11-411-006  
*EP*

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Note Verified 7/27/2014

which has the address of ..... 8281 W. Gunnison ..... Norridge .....  
(Street) (City)  
Illinois ..... 60656 ..... ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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ATLICOR TITLE INSURANCE  
659 WEST WASHINGTON STREET  
CHICAGO ILLINOIS 60602

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Notary Public

My Commission expires: 5-19-67

Given under my hand and affixed seal, this ..... day of ..... June ..... 1986

I, the undersigned, a Notary Public in and for said country and state, do hereby certify that . . . Lesslie, G. Wagner, and Raymond A. Wagner, married to each other and delivered the said instrument as . . . the 1<sup>st</sup> . . . free and voluntary act, for the uses and purposes herein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . . . the Y . . .

STATE OF ILLINOIS, . . . . . COOK COUNTY, . . . . .

Instrument and in any rider(s) executed by Borrower and recorded with it.  
B1 BORROWER, DATED: 11-13-2014, TO SIGN AND AFFIRM THIS CONTRACT  
IN WITNESS WHEREOF, I have signed my name below:  
Raymond A. Wagner, Jr.....(Borrower)  
George A. Wagner.....(Seal)  
Leslie G. Wagner,.....(Borrower)  
.....(Seal)

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Security Instrument and in any addendum(s) executed by Borrower and recorded with it.

22. Waver of Homestead, Borrower waives all right of homestead excepted exemption in the Property.

23. Rights 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 agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable boxes].

24. Riders. 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 agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable boxes].

25. Graduate Parent Rider       Condominium Rider       2-4 Family Rider  
 Adjustable Rate Rider       Condominium Rider       Graduate Parent Rider  
 Other(s) [Specify] \_\_\_\_\_

20. **Lender 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 appointee) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those paid by tenants collected by Lender under the terms of the lease or tenancy agreement.

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.

19. Acceleration of 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default; (b) the date the notice shall become effective; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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, foreclosed by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to accelerate after acceleration and the right to assert in the foreclosure proceedings that the notice of acceleration was given in good faith.

**NON-UNIFORM COVENANTS** Bottower and Lender further agree that covenants and agreements as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

*In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.*

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award 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 Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any 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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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 in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Protection of Lennder's Rights in the Property; Mortgage Instruments. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lennder's rights in the Property, Lennder may do and pay for whatever is necessary to protect his priority and Lennder's rights (regulations), then Lennder may include paying sums necessary to make repairs. Although Lennder may take action under this paragraph, Lennder does not have to do so.

**6. Payment and Maintenance of Property; Lessees.** Borrower shall not destroy, damage or sublease any part of the property, unless Lender agrees to the merger or writing.

Unless the notice is given within 2 months after otherwise agreed in writing, any application of proceeds to principal shall not exceed or postpones the due date of the monthly payments referred to in paragraphs 1 and 2 or changes the amount of the payments. If under paragraph 19 the property is acquired by Lender, Borrower's right to any insurance policies and property damage to the extent of the sums secured by this Security instrument shall pass to Lender to the extent of the amounts paid by this Security instrument to the acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to repair or replace Lender's security if the property damage is not economically feasible or repair is not less expensive than insurance premiums. If the restoration of the property damage is not economically feasible or repairable and Lender's security is not less expensive than insurance premiums, Lender may use the proceeds to repair or restore the property or to pay sums secured by this Security Instrument, whether or not there is a period of 30 days between the time the property is repaired or restored and the time the insurance premium is paid.

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

**5. Hazarded Insurance.** However shall keep the property elements now existing or hereafter erected on the property provided for the insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires insurance. The insurance shall be chosen by Board of Directors of the corporation which Lender insures against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender insures. The insurance shall be chosen by Board of Directors of the corporation which Lender insures. The insurance shall be chosen by Board of Directors of the corporation which Lender insures.

in which the lien is held by, or depleads against an enforcement of the lien in writing to the managing agent in the manner described in the agreement, and such notice shall satisfy the lien as far as the law permits.

**3. Applications of enzymes:** Enzymes are applied in two ways: (i) Enzymes are added to increase the rate of reaction; (ii) Enzymes are added to decrease the rate of reaction.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender under Paragraph 19 if under paragraph 19 the Property is sold or acquired by Lender, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to 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 of the Funds held by Lender to pay the escrow items as creditable by Lender.

Leender shall not be required to pay Borrower any interest or earnings of the Funds. Leender shall give to Borrower, without charge, an annual account showing of the Funds its Secrecy instrument.

The Funds shall be held in an institution the details of which are inscribed by a federal or state agency (including Leader if Leader is such an institution). Leader shall apply the Funds to pay the escrow items, unless Leader may not charge for holding the Funds,analyzing the account or verifying the escrow items, unless Leader pays borrower interest on the Funds and applicable law permits Leader to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law under pays borrower interest on the Funds and applicable law permits Leader to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law

to render on one day having payables in the due period, and assessments which may attract priority taxes if any, yearly premiums or ground rents on the property, if any, (c) yearly hazard insurance premiums; and (d) yearly leasehold payments of ground rents on the property over this security instrument; (b) yearly leasehold premiums on the property, and assessments which may attract priority taxes if any, yearly premiums or ground rents on the property, if any, (c) yearly hazard insurance premiums; and (d) yearly

**UNIFORM CONTRACT FOR THE PURCHASE AND SALE OF FURNITURE.** This instrument is to be used in the sale of furniture, household goods, and articles of personal property, and is intended to supersede all other contracts of sale, except where otherwise provided by law or by agreement between the parties.