

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 3,  
19 69 The mortgagors Karl O. Eriksson and Susan M. Eriksson, Husband and Wife

("Borrower"). This Security Instrument is given to Uptown National Bank of Chicago  
which is organized and existing under the laws of United States of America , and whose address is  
4753 North Broadway Avenue, Chicago, Illinois 60640 ("Lender").  
Borrower owes Lender the principal sum of SIXTY THOUSAND & NO/ 100'S

Dollars (U.S. \$ 60,000.00 ). 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 April 15, 1994 . 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 37 in Feuerborn and Klode's Home Ridge Subdivision of Part of Lot in  
Christian Grupe's Subdivision in the Southeast  $\frac{1}{4}$  of Section 27, Township  
41 North, Range 12, East of the Third Principal Meridian, in Cook County,  
Illinois

P.I.N. #09-27-405-020

3795149  
Cook County Clerk's Office

which has the address of 512 North Seminary Avenue, Park Ridge  
(Street) (City)  
Illinois 60068 (Zip Code) ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully 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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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 Board; 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 documents distributed by the Leader under this paragraph shall become additional debt of Borrower secured by this Security Instrument unless Borrower and Lender agree to other terms of payment, which written upon notice from Lender to Borrower the date of disbursement in the Note rate and shall be payable, with interest, upon demand from Lender to Borrower requesting payment.

use this sum and agree 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 the Security Instruments, or there is a legal proceeding that may significantly affect Lender's rights in the property (such as a proceeding in bankruptcy), prompt notice and demand must be given to Borrower to do so.

6. Preservation and Maintenance of Property: Lenders shall, at their own expense, repair or replace any part of the property which becomes damaged, defective or non-compliant with the requirements of the lease, and shall bear the cost of such repairs or replacement.

from damage to the property prior to the acquisition shall pass to the extent of the sums secured by this security instrument.

Unless the Lender and Borrower otherwise agree in writing, any application of proceeds to prepayments or principal shall be applied pro rata among the different prepayments.

Contract 1 under and for payment of otherwise agree in writing, insurance proceeds shall be applied to restoration of the Property damaged, if the restoration of the Property is economically feasible or Lender's security interest in the Property is not restored by the sum secured by this Security Instrument, whether or not the due. The Lender's period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Landlord, and shall include a standard mortgage clause which shall have the right to add the policies and renewals. If Landlord requires that all premiums shall be accepted by him, he may make good proof of loss or damage by giving notice to the insurance carrier and Landlord. Landlord may make good proof of loss or damage by giving notice to the insurance carrier and Landlord and房主将向承租人提供保险单的复印件，承租人必须在收到后10天内将其归还房主。如果房主要求所有保单都由他接受，他可以提出索赔，但必须在收到通知后10天内归还房主。

**3. Extended Insurance:** Borrower shall keep the insurance of his/her effects on the property insured against loss of fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires.

Property which is held over this security interest shall be subject to the same terms, covenants, charges, fees and negotiations applicable to the original instrument, provided that no new charge or fee may be imposed on the property without the written consent of the holder.

**3. Application of Agreements.** Parties to these terms and conditions shall be bound by the same as if they had been made up of all the specific terms and conditions contained in the relevant agreement.

Upon payment in full of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender under this Section if no valid objection to the preparation or the transfer of the title to the property has been filed.

If the due dates of all the escrow items shall exceed the payment period required to pay the escrow items when held by Lender, together with the future payments of Funds payable to Lender, the amount of the escrow items held by Lender, together with the future payments of Funds payable to Lender, shall exceed the escrow items held by Lender.

purpose of which each donor to the Friends was made. The Friends are pledged as additional security for the sums received by the Society last year.

Leader may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires otherwise than interest shall not be required to pay Borrower any interest or earnings of the Funds. Leader shall give to Borrower a written copy of the Funds' terms and conditions for the Funds and the

The Funds shall be held in an institution the deposits of which are insured by a federal or state agency (including Lender) such as such an institution. Lender shall apply the Funds to pay the escrow items.

To lenders on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may accrue during the period of the Note, or (b) the amount of (c) yearly taxes and assessments which may accrue during the period of the Note, plus (d) fees and charges for services performed, in any event, prior to the date of payment of the Note.

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