

Loan No. 101292

Title No.

WHEN RECORDED MAIL TO:

3807560

This document was prepared by:

*W. J. Hamill*  
United Air Lines Employees' Credit Union  
P.O. Box 66100  
Chicago, IL 60666

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## OPEN-END MORTGAGE

THIS MORTGAGE, ("Security Instrument"), is made April 27, 1989, between  
Lois J. Hansen, divorced not since remarried  
herein called Borrower, whose address is 2 South Regency Dr East, Arlington Hts., IL 60004

and UNITED AIR LINES EMPLOYEES' CREDIT UNION, herein called Lender, whose address is P.O. Box 66100,  
Chicago, Illinois, 60666.

In order to secure the debts as described below, Borrower, intending to be legally bound hereby, does hereby grant and convey to Lender and Lender's successors and assigns the following property located in Cook County, Illinois described as:

The North 36.3 feet of LOT THIRTY EIGHT (38) in Regent Park Unit Two, being a Subdivision of all of the South Half (1/2) of the South East Quarter (SE/4) lying East of the East line of Regent Park Unit One, a Subdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on January 16, 1964, as Document Number 2131431, all in Section 28, Township 62 North, Range 11, East of the Third Principal Meridian, according to Plat of said Regent Park Unit Two registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 29, 1964, as Document Number 216317.

TO HAVE AND TO HOLD this property unto the Lender and the Lender's successors and assigns, forever, 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 this property. All replacement and additions also shall 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 seized 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 that are listed in the property report obtained by Lender, (collectively, "Permitted Encumbrances"); it being understood and agreed, however, that the recital thereof herein shall not be construed as a revival of any encumbrance which for any reason may have expired. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject only to the Permitted Encumbrances.

THIS SECURITY INSTRUMENT IS MADE TO SECURE TO THE LENDER THE FOLLOWING DEBTS AND OBLIGATIONS:

- (1) Performance of each Agreement of Borrower incorporated by reference or contained herein, and
- (2) Payment of the indebtedness due and to become due under, and performance of the terms, and conditions under a consumer revolving loan agreement entitled "United Air Lines Employees' Credit Union Home Equity Secured Open-End Variable Rate Loan Agreement and Truth-In-Lending Disclosure Statement" (herein "the Agreement") dated the same date as this Security Instrument, and all modifications, extensions, renewals, and reinstatements thereof. The Agreement contemplates a series of advances, of a revolving nature, to be made, repaid, and remade, from time to time, under the terms of the Agreement with all such advances to be secured by this Security Instrument. The total outstanding principal balance owing at any time under the Agreement shall not exceed \$ 50,000.00 which sum is referred to in the Agreement as the "Credit Limit". The outstanding principal balance does not include the finance charges, or other costs which may accrue under the Agreement. The entire indebtedness under the Agreement, if not paid sooner, is due and payable on APRIL 1, 2004.

### DUE ON SALE PROVISION:

Borrower agrees that in the event of sale, transfer, conveyance, or alienation of the Property described herein or any part thereof, whether voluntary or involuntary, Lender shall have the right, at its option, to declare all sums immediately due and payable under the Agreement. No waiver of this right shall be effective unless in writing. Consent by the Lender to one such transaction shall not be a waiver of the right to require such consent to later transactions. Borrower agrees to notify Lender immediately if Borrower enters into an agreement to sell or transfer all or part of the Property described herein.

### BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

- (1) Payments. Borrower shall promptly pay when due all payments on the Agreement and on all other obligations which this Security Instrument secures.
- (2) Revolving Nature of Indebtedness. According to the terms of the Agreement, the unpaid balance of the revolving line of credit secured by this Security Instrument may at certain times be zero. Notwithstanding this fact, the Lender may make additional advances under the terms of the Agreement to the Borrower. Therefore, the interest of the Lender in this Security Instrument will remain in full force and effect even though from time to time there is a zero balance under the Agreement.
- (3) Prior Security Instruments; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security instrument with a lien that has priority over this Security Instrument, including Borrower's covenants to make payments when due.

NOTE IDENTIFIED

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Borrower shall pay at least 15 days before they are delinquent, all taxes, assessments, charges, fees and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument, except a Permitted Encumbrance. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien within 10 days of the giving of notice.

(4) **Hazard 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 for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires, subject to applicable law. The carrier providing the insurance coverage shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause naming Lender as an additional insured. 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 restore or repair the Property, as aged, if restoration or repair is economically feasible and Lender's security is not lessened. If 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.

(5) **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

(6) **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, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. For example, Lender may pay any sums secured by a lien which has priority over this Security Instrument, appear in court, pay reasonable attorney's fees or enter on the Property to make repairs. Although Lender may act under this section, Lender does not have to do so. If any amounts are disbursed by Lender under this section, Lender shall give notice Borrower of such payment and such amounts shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the rate in effect under the Agreement, and shall be payable, with interest, upon demand from Lender to Borrower.

(7) **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. The proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

(8) **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 start 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.

(9) **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 limitations on Borrower's ability to transfer the Property as explained in the Due on Sale Provision above. Borrower's covenants and agreements shall be joint and several. Any Borrower who signs this Security Instrument but does not execute the Agreement: (a) is 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 Agreement without that Borrower's consent.

(10) **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 shown on Page 1 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 as to Borrower or Lender when given as provided in this section.

(11) **Governing Law; Severability.** This Security Instrument shall be governed by federal law and, to the extent not preempted by federal law, to the law of jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.

(12) **Foreclosure.** Lender shall give notice to Borrower prior to the beginning of an action to foreclose this Security Instrument following Borrower's breach of any covenant or agreement in this Security Instrument. Any such notice that is given shall specify: (a) the default; (b) the action required to cure the default; (c) a date not less than 30 days from the date the notice is given to Borrower by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may lead to foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this section including, but not limited to, attorney's fees and costs of title evidence.

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(13) Lender in Possession. Following the sending of a notice of default by Lender or abandonment of the Property by Borrower, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and the collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the secured by this Security Instrument.

(14) Release. At any time when all sums secured by this Security Instrument have been paid in full, Borrower may request Lender to terminate the Agreement and cancel this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

(15) Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

*Lois J. Hansen*  
\_\_\_\_\_  
(Seal)  
-- Borrower

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

Notary Public  
State of Illinois }  
County of Cook }

I Jacqueline M. Grundeman, a Notary Public in and for the said county and state certify that Lois J. Hansen, divorced not since remarried personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 4th day of May, 1989.

*Jacqueline M. Grundeman*  
\_\_\_\_\_  
Notary Public

My commission expires: Feb. 18, 1990

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The North 56.50 feet of Lot 38 in Regent Park Unit 2, being a subdivision of all of the South 1/2 of the Southeast 1/4, lying East of the East line of Regent Park Unit 1, a Subdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on January 16, 1964, as Document 2131431, all in Section 28, Township 42 North, Range 11, East of the Third Principal Meridian, according to plat of said Regent Park Unit 2, registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 29, 1964 as Document Number 2163179.

lying east of the 3rd principal meridian in Cook County, Illinois.

Permanent Tax No.: 03-28-407-044-0000

Street Address if furnished by applicant:  
2 South Regency Drive East, Arlington Heights

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Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Promoter \_\_\_\_\_  
Deliver to \_\_\_\_\_  
Deliver to Waste Trust \_\_\_\_\_  
Deed to \_\_\_\_\_  
Address \_\_\_\_\_  
Notified \_\_\_\_\_

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A

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CLERK OF RECORD  
REGISTER OF DEEDS

7/28/93  
\*DUPLICATE