

7-2-91 Dear Officers
Copy 12 95751/Prdn/Phy/ob Passer
TTC 250174
9/12/91
2874 AP

TOGETHER WITH all the improvement now or hereafter erected on the property, and all easements, appurtenances, and 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 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, 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.

ILLINOIS 50023 (zip code)
[street]
MINNETKA, (city)
which has the address of 202 GREENWOOD AVENUE

05-18-224-020
PARCEL 1: LOTS 20, 21 AND 22 (EXCEPT THE SOUTH 130 FEET THEREOF) IN BLOCK 31 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
PARCEL 2: TOGETHER WITH AN EASEMENT DESCRIBED IN DOCUMENT NUMBER 13,557, FOR INGRESS AND EGRESS OVER THE NORTH 10 FEET OF LOTS 23 AND 24 IN BLOCK 31 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION IN SECTION 17 AND 18, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS
THIS MORTGAGE ("Security Instrument") is given on DATE day of JULY, 1991. The mortgagor is DANIEL H HANK AND ALYSON HANK HUSBAND AND WIFE ("Borrower"). This security instrument is given to MORTGAGE CAPITAL CORPORATION, which is organized and existing under the laws of Minnesota, and whose address is 111 E. KELLOGG BLVD, ST. PAUL, MN 55101. Borrower owes Lender the principal sum of ONE HUNDRED TWENTY THOUSAND and no/100 dollars (U.S. \$ 120,000.00). 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, to be paid earlier, due and payable on the first day of JULY, 2011. 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

MORTGAGE

(Space Above This Line for Recording Data)
020001200

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INITIALS
CL000927 (09/8/11)

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Form 3014 9/90

ILLINOIS-SINGLE Family-Farm & Home Loan Act, as amended, Section 1.05
PAGE 2 OF 6

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 amount 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 policy 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.

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UNIFORM COVENANTS. Borrower and lender covenant and agree as follows:

1. Payment of Principal, Interest, Prepayment 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by lender, borrower shall pay to lender on the day monthly payments are due under the note, until the note is paid in full, a sum ("funds") for: (a) yearly taxes and assessments which may attach in priority over the security instrument as a lien on the property; (b) yearly leasehold payments or ground rents on the property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) any other charges or expenses payable by borrower to lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "escrow items." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. section 5601 et seq. ("RESPA"), unless another law that applies to the funds sets a lesser amount. If so, lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures or future escrow items or otherwise in accordance with applicable law.

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including lender, if lender is such an institution) or in any federal home loan bank. Lender shall apply the funds to pay the escrow items. Lender may not charge borrower for holding and applying the funds, annually analyzing the escrow account, or verifying the escrow items, unless lender or a borrower interest on the funds and applicable law permits lender to make such a charge. However, lender may require borrower to pay a one-time charge for an independent real estate tax reporting service used by lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, lender shall not be required to pay borrower any interest on the funds. Borrower and lender may agree in writing, however, that interest shall be paid on the funds. Lender shall give to borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each debit to the funds was made. The funds are pledged as additional security for all sums secured by this security instrument. If the funds held by lender exceed the amounts permitted to be held by applicable law, lender shall account to borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by lender at any time is not sufficient to pay the escrow items when due, lender may so notify borrower in writing, and, in such case borrower shall pay to lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at lender's sole discretion.

Upon payment in full of all sums secured by this security instrument, lender shall promptly refund to borrower any funds held by lender. If, under paragraph 2, lender shall acquire or sell the property, 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 against the same debt secured by this security instrument. 3. Application of Payments. Unless applicable law provides otherwise, all payments received by lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the note. 4. Charges; Taxes. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach in priority over this security instrument, and (without limitation) ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, borrower shall pay them as follows: (a) the person owed payment. Borrower shall promptly furnish to lender all notices of amounts to be paid under this paragraph. If borrower makes these payments directly, borrower shall promptly furnish to lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this security instrument unless borrowers (a) agree in writing to the payment of the obligation secured by the lien in a manner acceptable to lender; (b) contest in good faith the lien by, or defend against enforcement of the lien in, legal proceedings which in the lender's opinion operate to prevent the enforcement of the lien; or (c) secure from the holder of the lien an agreement satisfactory to lender subordinating the lien to this security instrument. If lender determines that any part of the property is subject to a lien which may attach in priority over 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 amount 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 policy 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 sum 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 2 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 sum secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold. 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 extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, or cause 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 in Lender's good faith judgment which could result in forfeiture of the Property or otherwise materially impair the loan created by this Security Instrument or Lender's security. Borrower may cure such a default and refrain, as provided in paragraph 1b, 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 loan created by this Security Instrument or Lender's security. Borrower shall remain 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, or condemnation or forfeiture or to enforce (law 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 obtain substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, or an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the year's mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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.

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Form 3014 9/90

11. Borrower Not Released; Redemption by Lender Not a Waiver. Extension of the time for payment of the amount of such payments.

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.

12. Successors and Assigns: 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 secure the Notes (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 accommodation, with regard to the terms of this Security Instrument or the property secured by this Security Instrument, without the express or implied consent of any co-signer. The covenants and agreements of this Security Instrument shall be enforceable against any co-signer who signs the instrument.

13. 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 exceed the permitted limit will be refunded to Borrower. Lender may choose to make this refund by reducing the principal of the loan or by making a direct payment to Borrower. If a refund reduces principal, the reduction shall be treated as a partial prepayment without any prepayment charges under the Note.

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 for notices designated 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 the law of the State of California. In the event that any provision, clause or term 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 conflicting with applicable law. To this end and 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 with 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.

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Property of Cook County Clerk's Office

397482
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388
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1997 JUN 22
1000 E. Woodfield Road, Suite 240
Schaumburg, IL 60173

Submitted by _____

Address _____

Promised _____

Deliver _____

Address _____

Notified _____

TICOR MOORE

This instrument was prepared by MORTGAGE Lenders Corporation, 1000 East Woodfield Road, Suite 240, Schaumburg, IL 60173.

LAURA A. CRIVARE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/14/92

My Commission expires: _____
 Given under my hand and official seal this _____ day of _____ A.D. 1997.

I, the undersigned, a Notary Public in and for said county, and state do hereby certify that DANIEL H HANK AND ALYSON HANK HUSBAND AND WIFE, personally known to me to be the same person(s) whose name(s) are recited to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

*ALYSON HANK FOR
 JAMES H WAX, divorced and
 not since remarried, and

STATE OF ILLINOIS, Cook County as:

DANIEL H HANK
 Social Security #: 25807028
 (Seal) _____
 -Borrower

ALYSON HANK
 Social Security #: 24229467
 (Seal) _____
 -Borrower

JAMES H WAX
 Social Security #: 251-58-5280
 (Seal) _____
 -Borrower

_____ (Seal)
 -Borrower

Witness:

 Witness:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this security instrument and in any rider(s) executed by Borrower and recorded with it.