

# UNOFFICIAL COPY

0 4 0 0 8 0 9 2

4008092

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... October 31 ..... 19 . 91 . The mortgagor is .... Barbara Haseman . (Married to Mark Haseman) .... ("Borrower"). This Security Instrument is given to ..... Thornridge State Bank ..... which is organized and existing under the law of ... State of Illinois ..... and whose address is .... 901 E. Sibley Blvd. .... South Holland IL 60473 ..... ("Lender"). Borrower owes Lender the principal sum of ... Ten thousand and no/100 ..... Dollars (U.S. \$ 10,000.00 .....). 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 ..... 11-1-93 ..... 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 TWENTY NINE (29) IN BLOCK TEN (10) IN SHEPARD'S MICHIGAN AVENUE NO. 3, A SUBDIVISION IN THE SOUTHEAST QUARTER ( $\frac{1}{4}$ ) OF SECTION 2, AND IN THE NORTHEAST QUARTER ( $\frac{1}{4}$ ) OF SECTION 11, ALL IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 359972.

P.I.N. 29-02-417-017

4008092  
Cook County Clerk's Office

which has the address of ..... 14404 Kimbark Avenue Dolton IL .....  
(Street) .....  
Illinois ..... 60419 ..... ("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 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.

# UNOFFICIAL COPY

NAME	THORNridge STATE BANK	
	901 E Stibley Blvd.	SOUTH HOLLOWND PROPERTY INC.
STREET	4440 Kilmbark Avenue Dolton IL 60419	
CITY	Dolton IL	
STATE	IL	
ZIP	60419	
INSTRUCTIONS	MAIL ADDRESS	
	Subj:	PROJ:
CAROL MCGEELEY	REGISTRAR OF T.	
144-819	144-819	

Given under my hand and official seal, this 3<sup>rd</sup> day of October, A.D. 1901.

I, 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  
they signed and delivered the said instrument as \_\_\_\_\_, for the uses and purposes hereinabove

I, Barbara Hasselman, hereby certify that  
I am a Notary Public in and for said County and State,  
and that I have this day witnessed the execution of the  
foregoing instrument.

## The Undergraduate

STATE OF ILLINOIS.

—BOSTON—  
.....(SCSI)..... MARY H. HARRIS

BY SIGNING BELOW, I agree to accept the terms and conditions contained in this Security Instrument and in any rider(s) attached by Borrower and recorded with it.

1-4 Family Rides  
 2-4 Family Rides  
 Condominium Rider  
 Adjustable Rate Rider  
 Admitted Rider  
 Grandparent Rider  
 Planned Unit Development Rider  
 Other(s) [Specify]

# UNOFFICIAL COPY

400092

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-joining 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 sum 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 ten 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.

2600001

# **UNOFFICIAL COPY**

Securitily Instrument Lender 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 Borrower requesting payment.

7. Protection of Landlord's Rights in the Property: Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect the property, Landlord has the right to require prompt payment of all sums due under this Agreement, and to take action to protect his/her interest in the property.

The less I understand better and more I agree in writing, insurance proceeds shall be applied to restoration of repair of the property damaged, if the restoration of repair is economically feasible and Lender's security would be lessened; the insurance proceeds shall be applied to repair as the sum secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Lender shall have the right to hold the policies and renewals if Lender and such Surety make a standard mortgagee clause all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss or note made payable by Borrower.

3. **Shared insurance:** Borrower shall keep the property insured against loss by fire, hazards included in the insurance, and any other hazards for which lender may be liable under the insurance.

3. Application for a permit shall be made in writing to the Director, or his/her authorized representative, at least 2 months before the proposed development is to commence.

Upon payment in full of all sums secured in one or more notes executed by John H. Gandy, the undersigned, as trustee, will release the title to the property described in this instrument to the heirs of John H. Gandy.

If the amount of funds held by Lands, together with the future monthly payments prior to the date of the conveyance, exceeds the amount required to pay the escrow items when due, Borrower shall pay to Lender any amount of the funds held by Lands not sufficient to pay the escrow items when due. Borrower shall pay to Lender any amount of the funds held by Lands not sufficient to pay the escrow items when due.

Under such circumstances, the operators of the funds should be required to make available to the funds the amounts necessary to pay the expenses of holding and managing the funds, and adding the funds to pay the expenses of carrying the external items, unless under such circumstances the operators of the funds are entitled to deduct from the amounts necessary to pay the expenses of holding and managing the funds, and adding the funds to pay the expenses of carrying the external items, the amounts necessary to pay the expenses of holding and managing the funds, and adding the funds to pay the expenses of carrying the external items.