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Section:  
Block:  
Lot:

5/266/0026 43 005 Page 1 of 6  
2001-03-09 11:18:24  
Cook County Recorder 31.50

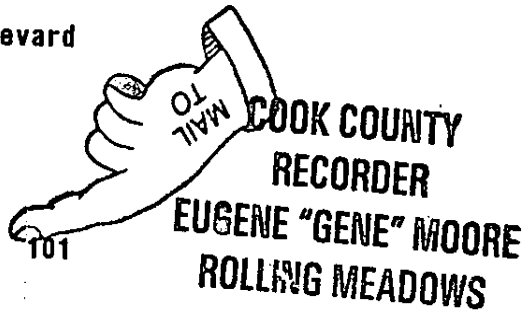


Prepared By:

Cullen & Dykman  
100 Quentin Roosevelt Boulevard  
Garden City, NY 11530  
516-357-3700

Record & Return by Mail To:

3S/RealServ, Inc.  
5700 Executive Drive  
Baltimore, Maryland 21228  
6600 1-1216



**HOME SECURED LOAN SUBORDINATE MORTGAGE**

JULIA A SCHANKE  
MARK A SCHANKE joint tenants

Property:  
969 BEECHWOOD RD  
BUFFALO GROVE, IL 60089

03-05-306-005

**SUBORDINATE MORTGAGE**

This mortgage is made on 3/2/01, between the Borrower and Credit Union.

**DEFINITIONS**

Agreement- means the Home Secured Loan Agreement (Not-) signed by the Borrower in connection with this Mortgage.

Borrower or You- means each person who signs the Mortgage and Note.

Credit Union- means Kraft Foods FCU having a place of business at 777 Westchester Ave., Suite 104 White Plains, NY 10604-3528

Mortgage- this document will be called the Mortgage

Property- means the real property described in this Mortgage

The Borrower is: JULIA A SCHANKE  
MARK A SCHANKE joint tenants

4/2/01

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## HOME SECURED LOAN SUBORDINATE MORTGAGE

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### TRANSFER OF RIGHTS IN THE PROPERTY

The Borrower gives the Credit Union the rights described in this Mortgage and any other rights that the law gives to lenders who hold mortgages on real property. Borrower may lose this Property if he fails to keep the promises in this mortgage.

This Mortgage is given as security to repay amounts advanced by the Credit Union in connection with this agreement and to repay any other amounts that may become due in connection with the Agreement and this Mortgage, not to exceed:

**Sixty Thousand**  
and No/100 ----- ( \$60,000.00)

The premises are or will be improved by a one or two family dwelling only.

### PROPERTY BEING MORTGAGED

*See Schedule "A" Attached*

### RIGHTS OF PRIOR MORTGAGES

The Credit Union's rights under this Mortgage are subject and subordinate to a first mortgage originally or currently held by:

**WELLS FARGO HOME MTG**

### PAYMENTS

Any Borrower signing the Agreement will pay the Credit Union according to its terms.

### FIRE AND OTHER INSURANCE

Until the Agreement is paid in full, the Borrower will keep all the buildings on the Property insured from fire and any other hazards normally covered by an insurance policy. This type of policy is usually called "Extended Coverage". The Borrower may choose the insurance company but the Credit Union must approve the policy and the amount of the insurance. The insurance policies must contain the usual mortgagee clause protecting the interest of the Credit Union. The Credit Union may request proof of the coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (10) business days of the date it is requested at any time during the life of the loan.

### TAXES

The Borrower will pay all taxes, assessments, water and sewer charges on the Property. If the Credit Union requests receipts for these payments, the Borrower will provide them to the Credit Union within ten (10) business days of the date they are requested.

### ADVANCES TO PAY INSURANCE, TAXES, OR THE FIRST MORTGAGE

If the Borrower does not keep the buildings on the Property insured, the Credit Union may, but is not required to, obtain insurance. If the Borrower fails to pay taxes when due, the Credit Union may, but is not required to, pay such taxes. If the Borrower fails to make any payments on any prior mortgage when they are due, the Credit Union may but shall not be required to, make the payments. The amount of these payments, shall be added to the amount due under the Agreement. The Borrower must repay these amounts within ten (10) business days of the date the Credit Union requires payment. Failure to maintain insurance, to pay taxes as due, to make payments as due on a prior mortgage, or to repay such an advance shall constitute default on this Mortgage.

Lot 313 in Arlington Hills in Buffalo Grove being a Subdivision in Sections 5 and 6, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to restrictions, covenants and easements, etc., of record, if any.

BEING the same property conveyed to Mark A. Schanke and Julia A. Schanke from Robert A. Demmon by virtue of a Deed dated April 30, 1996, recorded May 24, 1996 in Instrument No. 96-394921 in Cook County, Illinois.

Property of Cook County Clerk's Office

**CARE OF THE PROPERTY**

The Borrower will keep the Property in reasonably good condition. The Borrower will not substantially change or damage the Property without the written permission of the Credit Union.

**SALE OR TRANSFER PROPERTY**

Any balance outstanding under the Agreement must be paid in full when the Property is sold or transferred.

**DEFAULT**

The Credit Union may declare that all amounts are due and payable immediately if:

- A) You engage in fraud or material misrepresentation in connection with the loan.
  - B) You do not meet the repayment terms.
  - C) Your action or inaction adversely affects the collateral or our rights in the collateral.
- For example, if:

- 1) You become bankrupt or someone to whom you owe money sues you or tries to take your property by legal proceedings;
- 2) You default on your payments to the first mortgage lienholder;
- 3) You fail to pay all property taxes or other assessments when due;
- 4) You take additional advances from the first mortgage lienholder without Credit Union consent;
- 5) You sell or pledge the property to anyone else or permit a subordinated lien on the property to be placed;
- 6) You fail to maintain hazard insurance;
- 7) You fail to maintain the property;
- 8) If a tax lien, mechanic's lien, judgement lien, or lis pendens is filed against the Property;
- 9) If a partition or condemnation action is begun against the Property.

**APPOINTMENT OF RECEIVER**

If the Credit Union sues to foreclose this mortgage, the Credit Union will have the right to have a receiver appointed to take control of the property. If the Borrower defaults in any payment and the Credit Union commences foreclosure or other litigation, then the Borrower will pay all attorneys' fees, Court costs and disbursements incurred by the Credit Union.

**RENTAL PAYMENTS**

Upon default, the Credit Union has the right to collect rental payments from the Property. The Borrower may collect and keep the rental payments, unless the Credit Union requires immediate payment of all amounts due. If the Credit Union does require that, the Borrower will pay the Credit Union in advance the fair rental value for the use and occupancy of the part of the Property that is in the Borrower's possession. Also, the Credit Union may then collect rent from all other tenants of the Property.

**ADDITIONAL SECURITY**

See Rider Agreement if Applicable

**NOTICES**

All notices to the Borrower will be sent to the last known address of the Borrower of record with the Credit Union. All notices to the Credit Union should be sent to:

**Kraft Foods FCU**

**777 Westchester Ave., Suite 101**

**White Plains, NY 10604-3528**

or any other address the Borrower is notified of by the Credit Union.

**CHANGES TO THE MORTGAGE**

This Mortgage may only be changed in writing and all changes must be signed by the Credit Union.

**NON-ASSUMPTION OF THE MORTGAGE**

This Mortgage is not assumable.

**WHO IS BOUND**

The terms and conditions of this Mortgage apply to the Borrower and anyone else who may obtain title to the Property through the operation of law. Operation of law means such items as death or bankruptcy.

**RECEIPT**

The Borrower has received a completed copy of this Mortgage.

**RELEASE**

Upon payment of all sums secured by this Mortgage, the Mortgage shall be deemed satisfied and the Credit Union shall release this Mortgage without charge, other than the costs of preparation and recordation.

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## HOME SECURED LOAN SUBORDINATE MORTGAGE

- USE BLACK INK ONLY -

IN WITNESS WHEREOF, Borrower has executed this mortgage

State of ILLINOIS

County of COOK

On the 1<sup>st</sup> day of MARCH, 2001, before me personally came **JULIA A SCHANKE** to me known to be the individual described in and who executed the foregoing instrument and who has acknowledged executing this instrument.

Julia A. Schanke  
JULIA A SCHANKE

2 WITNESSES REQUIRED

By: Carol A. O'Callaghan  
(Print Name) CAROL A. O'CALLAGHAN

By: Patricia West  
(Print Name) PATRICIA WEST

Sandra L. Markiewicz  
Notary Public  
**OFFICIAL SEAL**  
SANDRA L. MARKIEWICZ  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 09/23/04

IN WITNESS WHEREOF, Borrower has executed this mortgage

State of ILLINOIS

County of COOK

On the 1<sup>st</sup> day of MARCH, 2001, before me personally came **MARK A SCHANKE** to me known to be the individual described in and who executed the foregoing instrument and who has acknowledged executing this instrument.

Mark A. Schanke  
MARK A SCHANKE

2 WITNESSES REQUIRED

By: Carol A. O'Callaghan  
(Print Name) CAROL A. O'CALLAGHAN

By: Patricia West  
(Print Name) PATRICIA WEST

Sandra L. Markiewicz  
Notary Public

**OFFICIAL SEAL**  
SANDRA L. MARKIEWICZ  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 09/23/04

- FOR RECORDING PURPOSES -