

# UNOFFICIAL COPY

Prepared by and return to:

CEFCU - Home Equity Department  
P.O. Box 1715  
Peoria, IL 61656



Doc#: 0728334019 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/10/2007 08:51 AM Pg: 1 of 4



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## MORTGAGE

602

### DEFINITIONS

- (A) **MORTGAGE.** This document, which is dated 09/20/07, will be called the Mortgage.
- (B) **BORROWER.**  
MARY L GAUWITZ, AN UNMARRIED PERSON AND ROBERT F SCHILDGEN AND CATHERINE E SCHILDGEN, HUSBAND AND WIFE,  
will sometimes be called the Borrower and sometimes simply I.
- (C) **LENDER.** CEFCU, will be called the Lender. Lender is a federal credit union which was formed and which exists under the laws of the United States of America. Lender's address is P.O. Box 1715, Peoria, IL 61607.
- (D) **NOTE.** The note signed by Borrower and dated 07/18/07, will be called the Note. The Note shows that I owe Lender 45,000.00  
FORTY FIVE THOUSAND DOLLARS AND NO CENTS  
plus interest, which I have promised to pay in monthly payments of principal and interest and to pay in full by 07/15/12.
- (E) **PROPERTY.** The property that is described below in the section titled Description Of The Property, will be called the Property.

### BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage and warrant the Property to Lender subject to the terms of this Mortgage. This means that, by signing this Mortgage, I am giving Lender those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving lender these rights to protect Lender from possible losses that might result if I do not:

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(A) Pay all the amounts that I owe Lender as stated in the Note, and all renewals, extensions and modifications of the Note;

(B) Pay, with interest, any amounts that Lender spends under this Mortgage, to protect the value of the Property and Lender's rights in the Property;

(C) Keep all of my promises and agreements under this Mortgage.

## DESCRIPTION OF THE PROPERTY

I give Lender rights in the following Property:

(A) The property which is located at: 3844 N PAULINA ST CHICAGO IL 60613

It has the following legal description:

LOT 7 IN BLOCK 1 IN JAMES ROOD, JR.'S SUBDIVISION OF BLOCKS 17 AND 20 IN OGDEN AND OTHERS SUBDIVISION IN SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

and situated in the County of COOK, in the State of Illinois.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State.

PIN: 1419214029

(B) All buildings, structures and other improvements that are located on the property; all easements, rights and appurtenances attached to the property; all rents or royalties from the property; all mineral rights; and all fixtures on the property.

## COVENANTS

I promise and I agree with Lender as follows:

1. **PAYMENTS.** I will promptly pay to Lender when due the principal and interest under the Note and late charges and other charges as stated in the Note.

2. **TAXES.** I will pay all taxes, assessments, fees, liens and any other charges that may be imposed on the Property and that may be superior to this Mortgage.

3. **INSURANCE.** I will obtain hazard insurance to cover all buildings, structures and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by extended coverage hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. All of the insurance policies and renewals of those policies must include what is known as a standard mortgage clause to protect Lender. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If the property is damaged, the proceeds will be used to repair or to restore the damage to the Property. If the repair or restoration is not economically possible or if it would lessen Lender's protection under this Mortgage, then the proceeds will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage.

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4. **MAINTENANCE.** I will keep the Property in good repair. I will not destroy, damage or substantially change the Property. I will not allow the Property to deteriorate or be subject to waste. I will not permit the property to be used in a manner that violates any law or ordinance or that might cause it to depreciate in value.
5. **LENDER ACTION.** If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for foreclosure, or for condemnation) 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, for example, appearing in court, paying reasonable attorney's fees, and entering on the Property to make repairs. I will pay to Lender any amounts which lender spends under this Paragraph. This Mortgage will secure my obligation to pay those amounts. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender.
6. **INSPECTION.** Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times. However, before one of those inspections is made, Lender must give me notice stating a reasonable purpose for the inspection. That purpose must be related to Lender's rights in the Property.
7. **CONDEMNATION.** A taking of property by any governmental authority by eminent domain is known as condemnation. I give to lender my right: (A) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of damages resulting from condemnation or other governmental taking of the Property and (B) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender to reduce the amount that I owe to Lender under the Note and under the Mortgage.
8. **NO WAIVER OF LENDER'S RIGHTS.** Even if Lender does not exercise or enforce any right of Lender under this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will still have the right, under Paragraph 12 below, to demand that I make Immediate Payment In Full (see Paragraph 12 for a definition of this phrase) of the amount that I owe to Lender under the Note and under this Mortgage. Lender's failure to protect or enforce its rights in collateral, or extension of the time for payment or other modification of the obligations secured by this Mortgage granted by Lender to Borrower or to any successor in interest of Borrower, shall not operate to release the liability of Borrower or Borrower's successors in interest.
9. **JOINT AND SEVERAL LIABILITY.** If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce lender's rights under this Mortgage against each of us individually or against all of us together.
10. **NOTICES.** Unless the law requires otherwise, any notice that must be given to me under this Mortgage will be given by delivering it or by mailing it addressed to me at the address stated in the section above titled Description Of The Property. A notice will be delivered or mailed to me at a different address if I give Lender a notice of my different address. Any notice that must be given to Lender under this Mortgage will be given by mailing it to Lender's address stated in paragraph (C) of the section above titled Definitions. A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Mortgage is given when it is mailed or when it is delivered according to the requirements of this Paragraph.
11. **DUE ON SALE.** This Mortgage is not assumable by anyone to whom I sell or transfer the Property. I will not sell or transfer the Property without consent of Lender. However, if I sell or transfer the Property I will still be fully obligated under the Note and under this Mortgage and Lender may require Immediate Payment in Full, as that phrase is defined in Paragraph 12 below.

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12. **DEFAULT.** Lender may require Immediate Payment In Full under this paragraph 12 if I fail to keep any promise or agreement made in this Mortgage, including the promises to pay when due the amounts that I owe to Lender under the Note and under this Mortgage, or if Lender reasonably deems itself insecure. This means that the entire amount then remaining unpaid under the Note and under this Mortgage is accelerated and that I am obligated to immediately pay the entire amount. Lender may do this without sending me notice and without making any further demand for payment. This requirement will be called "Immediate Payment In Full".

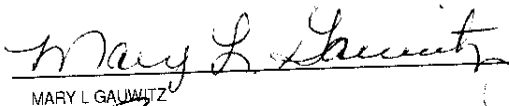
If Lender requires Immediate Payment In Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and to have the Property sold. At this sale, Lender or another person may acquire the Property. This is known as "foreclosure and sale". In any lawsuit for foreclosure and sale, and in any other legal action involving the property or concerning lender's rights under this Mortgage, Lender will have the right to collect from me all costs and attorney's fees incurred by Lender. I agree to pay these costs and attorney's fees upon demand and Lender may add its costs and attorney's fees as they are incurred to the balance of what I owe to Lender under the Note and under this Mortgage.

13. **RENTS AND POSSESSION.** As additional protection for Lender, I give to Lender all of my rights to any rental payments from the Property. However, until Lender requires Immediate Payment In Full, or until I abandon the Property, I have the right to collect and keep those rental payments as they become due.

If Lender requires Immediate Payment In Full, or if I abandon the Property, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B) enter on and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change leases. I agree that if Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 13, the tenants may make those rental payments to Lender without having to ask whether I have failed to keep my promises and agreements under this Mortgage.

All rental payments collected by Lender or by a receiver will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage.

### BORROWER:

  
\_\_\_\_\_  
MARY L GAUWITZ

  
\_\_\_\_\_  
CATHERINE E SCHILDGEN

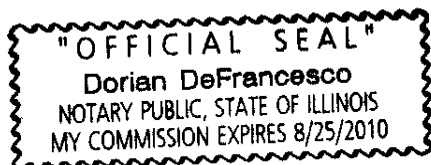
  
\_\_\_\_\_  
ROBERT F SCHILDGEN

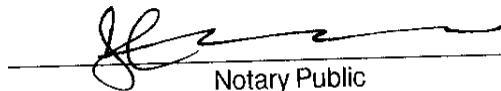
STATE OF ILLINOIS }  
COUNTY OF COOK } ss

I, the undersigned, a Notary Public in and for the above County and State, DO HEREBY CERTIFY that MARY L GAUWITZ AND ROBERT F SCHILDGEN AND CATHERINE E SCHILDGEN personally appeared before me and are known or proved to me to be the persons who, being informed of the contents of the foregoing mortgage, have acknowledged that they executed the mortgage as their free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal this 20<sup>th</sup> day of Sept., 2007.

CIL4



  
\_\_\_\_\_  
Notary Public