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MAIL TO ->

Cary Collins, Vice President
Oak Park Trust and Savings Bank
Village Mall (Addm) Plaza
Oak Park, Illinois 60301

MORTGAGE

1300

THIS MORTGAGE is made this ... \$\footnote{\text{th}}... day of ... October 19. A6, between the Mortgagor, Double 14. Schulter and Goorgiann M. Schulter, His Wife... (herein "Borrower"), and the Mortgagee.

... Oak Park Trust, and Savings Bunk ... a corporation organized and existing under the laws of ... Illings Bunk ... a corporation organized and existing under the laws of ... Illings Mall Place, Oak Park, Illinois 60301.

Whereas Borrower is indebted to Lender in the principal sum of U.S. \$... 35,000.00. (herein "Lender").

Whereas Borrower is indebted to Lender in the principal sum of U.S. \$... 35,000.00. which indebtedness is evidenced by Borrower's note dated ... October 8, 1986. ... and extensions and renewals thereof (herein "Scie"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, for and payable on ... Nowwiker 1, 2001.

To Secure to Lenger the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with law, est thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the colesses and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of State of Illinois:

Lot 1, Block 32, Village of Pidgoland, being a Subdivision of the East Half of the East Half of Section 7, and the Northwest Quarter of the West Half of the Southwest Quarter of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tex Index No. 16-08-119-013

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HIS MUNICIPALITY OF THE PROPERTY OF THE PROPER

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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I. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest C - Cawoliot as north and Lander covenant and Stranger & THANEYCO MROTHUU

Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Property, if any, plus one-tweifth of yearly premium installments for hazard insurance, plus one-tweifth of yearly pleaned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the in full, a sum therein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid debtedness evidenced by the Note and late charges as provided in the Note.

3. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are deed of trust if such holder is an institutional lender. such payments of Punds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or

Punds are registed as additional security for the sums secured by this Mortgage. the Funds showing credits and debits to the Funds and the purpose for which dach debit to the Funds was made. The Borrower any interest or estraings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay may agree in writing at the time of exe..ution of this Mortgage that interest on the Funds shall be paid to Borrower, and pays Borrower interest on the Punds and applicable law permits Lender to make such a charge. Borrower and Lender and applying the Punds, analyzing said account or vertiying and compiling said assessments and bills, unless Lender the Punds to pay said taxes, essessments, insurance premiums and ground rents. Lender may not charge for so holding insured or guaranteed by a Pederal or state agency (including Lender if Lender is such an institution). Lender shall apply

Lender may require. they fall due, Borrower shalf pay to Lender any amount necessary to make up the deficiency in one or more payments as the Punds held by Lend it shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as gither promptly while to Borrower or eredited to Borrower on monthly installments of Punds. If the amount of taxes, assessment; Faurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, the dutes contract assessments, insurance premiums and ground rents, shall exceed the amount required to pay said if the Land of the Punds held by Lender, together with the future monthly installments of Funds payable prior to

held by Lender at the time of application of a credit against the sums secured by this Mortgage. sender shell apply, no leter then I make the leter to the sale of the Property or its acquisition by Lender, any Funds held by Lender. If under persecriph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

3. Application of Paymente. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs I and 2 hereor chall to applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to it to tay any payable on the Note, and then to the principal of the Note.

under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, ges and Deeds of Truck Charges, Liens. Borrower shall perform all of Borrower's obligations

Beaners Insurance. Borrower shall keep the imperior now existing or hereafter erected on the Property Mortgage, and leasehold payments or ground rents, if any. sessements and other charges, fines and impositions letchutable to the Property which may attain a princity over this including Borrower's covenants to make paymenty when due, Borrower shall pay or cause to be paid all taxes.

mey require and in such amounts and for such periods as Lendor (na) require. Insured against loss by fire, hazards included within the term "Annes coverage", and such other hazards as Lander

that such approval shall not be unreasonably withheld. All insurance polyties and renewals thereof shall be in a form The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender: provided.

or other security agreement with a lien which has priority over this Morigage. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust secreptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender.

proof of loss it not made promptly by Borrower. in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lander. Lender may make

or to the sums secured by this Mortgage. griedorf off to that it is the four that it is the second some and the second some in the notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim Mal saurance benefits, Lander is If the Property is abandoned by Borrower, or if Borrower fails to respond to Londer, within 30 days from the date

tions of the condominium or planned unit development, and constituent documents. declaration or covenants creeting or governing the condominium or planned unit development, the by-laws and regulahe a condominium or a planned into development, Borrower shall perform all of Borrower's objigations and Property and shall comply with the provisions of any lease it this Mortgage is on a leasehold. It this Mortgage is on a unit ents to noiseroity in good repair and shall not commit waste or permit impairment or deterioration of the too of Proporty; Leaseholds; Condominiums; Plenned Unit Borriboments, Borsection and Maintenson

Borrower's and Lander's written agreement or applicable law. maintain such insurance in effect until such the requirement for such insurance terminates in accordance with insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to reasonable attorneys' fees, and take such action as is necessary to protect Lander's interest. If Lander required mortgage Lender, et Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including Mortgage, or it any action or proceeding is commenced which materially affects Lender's interest in the Property, then 7. Protection of Lender's Security. If Borrower falls to perform the covenants and agreements contained in this

Nothing contained in this peregraph 7 shall require Lender to incur any expense or take any action hereunder. derms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lander agree to other Any amounts disbursed by Lander pursuant to this paragraph 7, with interest thereon, at the Note rate, shall

related to Lander's interest in the Property. provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor ettem. Lender may make or cause to be made reasonable entries upon and inspections of the Property,

any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Londer, subject to the ment with a lien which has pricette ever his blordgale. 9. Condemnation. The proceeds of any award or claim for damague, direct or consequential, in connection with

- 10. Borrower Not Release it to been not by Luder Noya Waiver. Extension or the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the highest that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be desired to have been given to Borrower or Lender when given in the manner designated herein.

- 13. Governing we Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Impercept is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the ever (that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Berrower's Copy. Borrower site! be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Forrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have realist parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Dorrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Dorrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may 21 its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.
- If Lender exercises this option, Lender shall give Borrower against of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or resilied within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.
 - NON-UNIFORM COVENANTS. Borrower and Lender further covenant and egree as follows:
- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, when Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in plangraph 12 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days frust the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on e. on fore the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by juricial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower? acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Let des's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further dest and and may foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

account only for those rent ac 20. Release. Upon payment of an sums secured by this Mortgage. shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Walver of Homestead. Borrower heraby walves all right of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR **MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the noider of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WIT 1843 WHEREOF, Borrower has executed this Mortgage.

| Darale & Church | |
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| | Berrous |
| County sa: | |
| a Notary Public ip and for said county a | and state, do hereby certify tha |
| whose name(s) are subscribe | ed to the foregoing instrument |
| | Donald L. Schulte Coorgiann M. Schulte County ss: a Notary Public in and for said county a Schulte His Wife subscribe continued that the Y. signed and de |

81 .. Given under my hand and official seal, this . . .

· (Caaca Salow This Line Reserved for Lander and Recorder)

My Commission expires: 4-30-89

> "OFFICIAL SEAL" Margaret O'Donnell Notary Public, State of Illinois My Commission Expires 4,37,89